



Entered on Docket  
November 17, 2010

  
Hon. Gregg W. Zive  
United States Bankruptcy Judge

Aram Ordubegian (CA Bar No. 185142)  
(Pro Hac Admission Pending)  
Andy S. Kong (CA Bar No. 243933)  
**ARENT FOX LLP**  
555 West Fifth Street, 48th Floor  
Los Angeles, CA 90013-1065  
Telephone: 213.629.7400  
Facsimile: 213.629.7401  
Email: [ordubegian.aram@arentfox.com](mailto:ordubegian.aram@arentfox.com)  
[kong.andy@arentfox.com](mailto:kong.andy@arentfox.com)

General Bankruptcy and Restructuring Attorneys  
for Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA  
RENO DIVISION**

In re:

**HI-FIVE ENTERPRISES, LLC**, a  
California limited liability company;  
**ONE SOUTH LAKE STREET,**  
**LLC**, a Nevada limited liability  
company; and **WILD GAME NG,**  
**LLC**, a Nevada limited liability  
company d/b/a The Siena Hotel Spa &  
Casino,

Debtors and  
Debtors-  
In-Possession.

Case No.: 10-bk-54013-GWZ

[Jointly Administered]

Chapter 11

**ORDER GRANTING DEBTORS AND  
DEBTORS-IN-POSSESSION'S MOTION  
FOR AN ORDER:**

**APPROVING AND AUTHORIZING THE  
SALE BY AUCTION OF THE DEBTORS'  
REAL AND PERSONAL PROPERTY  
FREE AND CLEAR OF LIENS, CLAIMS,  
AND ENCUMBRANCES, SUBJECT TO  
HIGHER AND BETTER OFFERS; AND  
RELATED RELIEF**

☐ Affects all Debtors

☐ Applies only to Hi-Five  
Enterprises, LLC

☒ Applies only to One South Lake  
Street, LLC

☒ Applies only to Wild Game Ng,  
LLC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Hearing:  
Date: November 10, 2010  
Time: 1:00 p.m.  
Place: 300 Booth Street,  
Courtroom 3  
Reno, NV 89509

1           **IN THIS DISTRICT, AT RENO, NEVADA, ON THE DATE INDICATED**  
 2   **BELOW:**

3           On November 10, 2010 at 1:00 p.m., a hearing was held before the Honorable  
 4   Gregg W. Zive, United States Bankruptcy Judge, to consider the *Emergency Motion for*  
 5   *an Order: (1) Establishing Auction Procedures with Respect to the Sale of the Debtors’*  
 6   *Real and Personal Property; (2) Approving and Authorizing the Sale by Auction of the*  
 7   *Debtors’ Real and Personal Property Free and Clear of Liens, Claims, and*  
 8   *Encumbrances, Subject to Higher and Better Offers; (3) Approving Assumption and*  
 9   *Assignment of Certain Unexpired Leases and Executory Contracts and Determining Cure*  
 10   *Amounts, or, in the Alternative, Approving the Rejection of Unexpired Leases and*  
 11   *Executory Contracts; (4) Approving the Form and Manner of Notice; and (5) Approving*  
 12   *the Addendum to Innovation Capital LLC’s Engagement Letter Dated October 28, 2010*  
 13   [Docket No. 190] (the “Motion”), filed by One South Lake Street, LLC and Wild Game  
 14   Ng, LLC, the debtors and debtors-in-possession (the “Debtors”) in the above-captioned  
 15   cases (the “Cases”).<sup>1</sup> The Debtors appeared through their counsel of record, Aram  
 16   Ordubegian and Andy S. Kong of Arent Fox LLP. All other appearances were made at  
 17   the hearing as set forth on the record of the Court.

18           The Court has considered the Motion, all pleadings filed by the Debtors in support  
 19   of the Motion, all responsive and opposition pleadings, the statements, arguments and  
 20   representations of the parties made at the hearing on the Motion. The Court previously  
 21   approved auction procedures on the record in open court. A public auction was  
 22   conducted on November 10, 2010, after which the Court stated its findings of fact and  
 23   conclusions of law on the record in open Court on November 10, 2010 and they are  
 24   hereby incorporated into this Order. Good cause exists for entry of this Order,

25           **IT IS HEREBY ORDERED AS FOLLOWS:**

- 26           1.       The Motion is **GRANTED** to the extent set forth herein.

28           

---

  
<sup>1</sup> All capitalized terms used herein shall have the meaning ascribed to them in the Motion unless otherwise defined.

2. Pursuant to 11 U.S.C. § 363(b) and (f), the Debtors are authorized to sell and transfer the following property (hereinafter, collectively, the “Property”, but the term “Property” expressly excludes the Excluded Items, defined below) to Grand Siena, LLC, a Nevada limited liability company (the “Buyer”) for \$3,900,000.00, or to the back-up bidder Stratus West, LLC, a Nevada limited liability company (the “Back-Up Bidder” and, together with the Buyer, collectively referred to as the “Successful Bidder”), if Buyer fails to timely close the auction sale (the “Auction Sale”) pursuant to paragraph 5 below:

a. The real property commonly known as the Siena Hotel Spa & Casino located at 1 South Lake Street, Reno, NV 89501 and the adjacent parking lot property and expansion property in Reno, Nevada (the legal description of which is set forth on Exhibit “A” attached hereto: the “Real Property”) and;

b. The personal property of Wild Game NG, LLC (“Wild Game”) located at the Real Property, but **excluding**: (i) any computer, equipment, gaming device, software, intellectual property, license, manual, record, or any other tangible or intangible property in which Konami Gaming, Inc. (“Konami”) has any interest whatsoever whether as owner, licensor, lessor, secured party, or otherwise (the “Konami Property”) and (ii) all litigation rights of the above-captioned estates. The items described in (i) and (ii) above are hereinafter collectively called the “Excluded Items”.

**Notwithstanding anything to the contrary contained in the Motion, or in any Real and Personal Property Purchase and Sale Agreement (the “Sale Agreement”), a copy of which is attached hereto as Exhibit “B”, or in any exhibit, schedule, document, or instrument, the Debtors shall not sell any of the Excluded Items to the Successful Bidder.**

3. The Debtors are authorized and directed to take any and all actions necessary or appropriate to (i) consummate the sale of the Property to the Successful Bidder in accordance with Sale Agreement and this Order, (ii) consummate the closing (the “Closing”) of the transactions contemplated in the Sale Agreement and this Order in accordance with such documents; and (iii) take any and all further actions, as may be

1 reasonably necessary to consummate any of the transactions contemplated in this Order  
2 and in accordance with the Sale Agreement and this Order.

3 4. Successful Bidder shall adopt the Debtors' privacy policies, if any, with  
4 respect to any "personally identifiable information" as defined under 11 U.S.C.  
5 § 101(41A), of the Debtors' customers contained in customer accounts or customer lists  
6 that may be conveyed and otherwise transferred to the Successful Bidder.

7 5. Stratus West, LLC, a Nevada limited liability company, shall serve as the  
8 Back-Up Bidder (as that term is defined in the Motion) for the Property in the amount of  
9 \$3,800,000, less its \$250,000 deposit, in the event the Buyer does not timely close the  
10 Auction Sale as contemplated in the Motion and Sale Agreement.

11 6. The sale of the Property to the Successful Bidder in accordance with this  
12 Order shall be free and clear of all liens, liabilities, claims and other interests of any kind  
13 and nature (collectively, "Claims"), to the fullest extent permitted under 11 U.S.C.  
14 § 363(f), with any such liens to attach to the proceeds (the "Sale Proceeds") paid to the  
15 Debtors to the same extent, priority, and validity as they did with respect to the Property  
16 prior to the sale of the Property.

17 7. The Debtors are authorized to pay the usual and customary closing costs and  
18 a schedule of such costs shall be provided to R.E. Reno, LLC, the Office of the United  
19 States Trustee, and the Official Committee of Unsecured Creditors (the "Consultation  
20 Parties") before they are paid. The remaining net Sale Proceeds, including the transaction  
21 fee to Innovation Capital, LLC, shall be kept in escrow with Northern Nevada Title  
22 Company or a comparable escrow company, after consultation with the Consultation  
23 Parties, until further order of this Court.

24 8. Northern Nevada Title Company or any subsequent escrow company, as the  
25 case may be, and the Debtors are hereby authorized to return any deposit(s) previously  
26 provided by any potential bidder that is not the Successful Bidder.

27 9. All rights to the Sale Proceeds including, without limitation, the proper  
28 allocation and/or division of the Sale Proceeds, shall be reserved by all parties-in-interest.

1           10.    There shall be no distribution of the Sale Proceeds (except for the customary  
2 closing costs described in paragraph 7, above) absent further order of the Court.

3           11.    The Debtors are authorized, at their sole discretion, to pay any and all real  
4 property taxes and other obligations with liens on the Property that are senior to the R.E.  
5 Reno, LLC lien from the net Sale Proceeds, after providing the Consultation Parties with a  
6 schedule of such proposed payments.

7           12.    The Debtors are authorized to reject (the "Rejection"), at their sole  
8 discretion, any and all unexpired leases and executory contracts (the "Unexpired Contracts  
9 and Leases") pursuant to 11 U.S.C. § 365, without further order of the Court and without  
10 prejudice to any party-in-interest thereto but upon the filing with the Court and service of  
11 a notice of Rejection upon the non-debtor party to such Unexpired Contracts and Leases.  
12 The Rejection shall be effective as of the Petition Date of July 21, 2010. Nothing in this  
13 Order shall restrict or impair the filing and/or allowance of administrative expense claims  
14 of any non-debtor party.

15           13.    Any and all issues with respect to the Unexpired Contracts and Leases  
16 including, without limitation, the cure requirements of 11 U.S.C. § 365(b)(1)(A),  
17 assignment under 11 U.S.C. § 365(b)(1), the proper characterization or classification of  
18 the Unexpired Contracts and Leases, and leasehold or ownership interest in and to the  
19 Unexpired Contracts and Leases, shall be expressly reserved by the parties-in-interest  
20 thereto.

21           14.    The Successful Bidder's purchase of the Property constitutes a purchase in  
22 good faith within the meaning of 11 U.S.C. § 363(m), and the Successful Bidder is  
23 entitled to and shall have the protections afforded by that section. The reversal or  
24 modification on appeal of this Order, or any provision thereof, shall not diminish or  
25 impair the effectiveness of the sale of the Property approved hereby.

26           15.    The consideration provided by the Successful Bidder for the Property shall  
27 be deemed to constitute reasonably equivalent value and fair consideration under the  
28 Bankruptcy Code.



1           16.    The Successful Bidder and the Debtors have not engaged in any conduct  
2 that would allow the transactions contemplated in the Motion and/or the Sale Agreement  
3 to be set aside under 11 U.S.C. § 363(n).

4           17.    The sale of the Property to the Successful Bidder constitutes a legal, valid  
5 and effective transfer, sale and assignment of the Property, and shall vest the Successful  
6 Bidder with all rights, title and interests of the Debtors and the above-captioned estates  
7 (the "Estates") in and to the Property, free and clear of any and all Claims.

8           18.    From and after the date of entry of this Order, all persons or entities holding  
9 any claims, liens or interests of any kind or nature against the Debtors' Estates or with  
10 respect to the Property are hereby restrained and enjoined from taking or causing to be  
11 taken any action which would interfere with the transfer of the Property to the Successful  
12 Bidder pursuant to the Sale Agreement and such persons or entities shall be barred from  
13 asserting such claims, liens or interests against the Successful Bidder.

14           19.    The Bankruptcy Court retains jurisdiction to: (a) interpret, implement and  
15 enforce the terms and conditions of this Order; and (b) resolve any disputes arising under  
16 or related to this Order.

17           20.    Except as otherwise agreed by the parties to the Sale Agreement, the rights  
18 and obligations of the parties created under this Order shall not be modified or impaired  
19 by the terms of any plan of reorganization or liquidation or order confirming such plan,  
20 and shall survive confirmation of a plan and the closing of the Debtors' Chapter 11 cases.

21           21.    The terms and provisions of this Order shall be binding in all respects upon,  
22 and shall inure to the benefit of, the Debtors' Estates and creditors, the Successful Bidder,  
23 their respective successors and assigns (including, without limitation, any trustee  
24 appointed after the entry of this Order pursuant to 11 U.S.C. § 703) and any affected third  
25 parties.

26           22.    The failure to approve explicitly any particular provision of the Sale  
27 Agreement in this Order shall not diminish or impair the efficacy of such provision, it  
28

1 being the intent of the Court that the Sale Agreement be authorized and approved in its  
2 entirety.

3 23. The 14-day stay period set forth in Rule 6004(h) of the Federal Rules of  
4 Bankruptcy Procedure is waived.

5 24. Buyer shall close escrow for the purchase of the Property not later than two  
6 (2) business days after entry of this Order.

7 25. A certified copy of this Order may be recorded with the Official Records of  
8 Washoe County, Nevada, as necessary.

9  
10  
11 PRESENTED BY:

12 ARENT FOX LLP

13  
14 /s/ Aram Ordubegian

15 ARAM ORDUBEGIAN

16 General Bankruptcy and Restructuring Counsel for  
17 Debtors and Debtors-in-Possession

18 APPROVED AS TO FORM:

19 STUTMAN TREISTER & GLATT

20 By: /s/ Eve H. Karasik [submitted w/ permission]

21 EVE H. KARASIK

22 Counsel for R.E. RENO, LLC

23 DUANE MORRIS LLP

24 By: /s/ Ron Olin [submitted w/ permission]

25 RON OLINER

26 Counsel for Committee  
27  
28



1 HOWARD & HOWARD PLLC

2  
3 By: /s/ James A. Kohl [submitted w/ permission]  
4 JAMES A. KOHL  
5 Counsel for Konami Gaming, Inc.

6 LEWIS & ROCA LLP

7  
8 By: \_\_\_\_\_  
9 LAURY MACAULEY  
10 Counsel for Buyer, Grand Siena, LLC

11 In accordance with Local Rule 9021, counsel submitting this document certifies as  
12 follows (check one):

13 ☐ The court has waived the requirement of approval under LR 9021.

14 ☐ No parties appeared or filed written objections, and there is no trustee appointed in  
15 this case.

16 ☒ I have delivered a copy of this proposed order to all counsel who appeared at the  
17 hearing, any unrepresented parties who appeared at the hearing, and any trustee  
18 appointed in this case, and each has approved or disapproved the order, or failed to  
19 respond, as indicated below [list each party and whether the party has approved,  
20 disapproved, or failed to respond to the document]:

21  
22 # # #  
23  
24  
25  
26  
27  
28

1 HOWARD & HOWARD PLLC

2  
3 By: \_\_\_\_\_  
4 JAMES A. KOHL  
5 Counsel for Konami Gaming, Inc.

6 LEWIS & ROCA LLP

7  
8 By:   
9 LAURY MACAULEY  
10 Counsel for Buyer, Grand Siena, LLC

11 In accordance with Local Rule 9021, counsel submitting this document certifies as  
12 follows (check one):

13 ☐ The court has waived the requirement of approval under LR 9021.

14 ☐ No parties appeared or filed written objections, and there is no trustee appointed in  
15 this case.

16 ☒ I have delivered a copy of this proposed order to all counsel who appeared at the  
17 hearing, any unrepresented parties who appeared at the hearing, and any trustee  
18 appointed in this case, and each has approved or disapproved the order, or failed to  
19 respond, as indicated below [list each party and whether the party has approved,  
20 disapproved, or failed to respond to the document]:  
21

22 # # #  
23  
24  
25  
26  
27  
28

# **EXHIBIT "A"**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

All that certain parcel of land situate in the SE  $\frac{1}{4}$  of Section 11, T 19 N, R 19 E, M.D.M., City of Reno, County of Washoe, State of Nevada, being all that certain parcel as sown on Record of Survey No. 3881 for FIVE-WAY DEVELOPMENT, as filed in the Washoe County Recorder's Office under file No. 2519029 and being that Order of Abandonment of a portion of Center Street per Document No. 2507552 and being that Order of Abandonment portion of Mill Street per Document No. 2589530 and being a portion Block 4 of LAKE'S ADDITION TO THE TOWN, NOW CITY OF RENO, as filed in the Washoe County Recorder's Office on September 29, 1887, as Tract Map No. 53, said combined parcels being more particularly described as follows:

Beginning at the intersection of the North right of way line of Mill Street and the East right of way line of South Center Street as shown on said Record of Survey No. 3881; thence along the following twenty-four (24) courses;

1. N 17°07'16" W, 122.63 feet along the East right-of-way line of South Center Street (60.0' R/W) to the Southeast corner of said Order of Abandonment Document No. 2507552;
2. S 72°52'44" W, 5.50 feet along said abandonment;
3. N 17°07'16" W, 42.17 feet along said abandonment;
4. N 72°52'44" E, 5.50 feet along said abandonment to point on the West line of said Record of Survey No. 3881;
5. N 17°07'16" W, 29.08 feet to the mean high water line of the Truckee River as determined by Nevada Division of State Lands on January 27, 2000 and as shown on Record of Survey No. 3828 for Capital Salvage as filed in the Washoe County Recorder's Office under file No. 2472747;
6. N 69°17'28" E, 12.17 feet along said high water line;
7. N 40°49'16" E, 31.87 feet;
8. N 56°55'49" E, 45.43 feet;
9. N 70°00'36" E, 29.10 feet;
10. N 60°26'03" E, 47.52 feet;
11. N 67°34'36" E, 46.77 feet;
12. N 60°58'56" E, 57.99 feet;
13. N 70°41'11" E, 106.84 feet;
14. N 49°22'01" E, 1.12 feet along said high water line to the Westerly right of way line of Lake Street (60.0' R/W);
15. S 29°36'47" E, 40.50 feet along said right of way;
16. Along a tangent curve to the right having a radius of 570.00 feet, a central angle of 12°22'30", and an arc length of 123.11 feet along said right of way;
17. S 17°14'17" E, 94.88 feet along said right of way;
18. S 17°12'01" E, 60.00 feet to the Westerly right of way of Sinclair Street (60.0' R/W);
19. S 17°09'44" E, 150.07 feet along said right of way to the North right of way of State Street (60.0' R/W);
20. S 72°55'14" W, 291.87 feet along said right of way;
21. N 17°10'59" W, 50.00 feet;
22. S 72°55'14" W, 100.00 feet to the East right of way line of South Center Street (60.0 R/W);
23. N 17°10'59" W, 99.78 feet along said right of way;
24. N 17°09'08" W, 60.00 feet to the point of beginning.

This legal description was previously contained in Grant, Bargain and Sale Deed recorded October 19, 2001, as Document No. 2607306, Official Records, Washoe County, Nevada.

# **EXHIBIT "B"**



***REAL AND PERSONAL PROPERTY PURCHASE  
AND SALE AGREEMENT***

**between**

**One South Lake Street, LLC and Wild Game Ng, LLC,  
Debtors and Debtors-in-Possession  
as Sellers,**

**and**

**Grand Siena, LLC, a Nevada limited liability company,  
as Buyer  
dated as of  
November 16, 2010**

## REAL AND PERSONAL PROPERTY PURCHASE AND SALE AGREEMENT

This *Real and Personal Property Purchase and Sale Agreement* (the “Agreement”) is dated November 10, 2010 (the “Effective Date”) and is entered into by and between Grand Siena, LLC, a Nevada limited liability company (the “Buyer”), on one hand, and One South Lake Street, LLC and Wild Game Ng, LLC, the Debtors and Debtors-in-Possession (collectively the “Sellers” or “Debtors”), on the other hand. The Buyer and Sellers are referred to collectively as the “Parties”.

### RECITALS

A. Sellers were formed for the purpose of owning and leasing improved real property in Reno, Nevada commonly known as The Siena Hotel Spa & Casino (“Siena”) and the adjacent parking lot and expansion property, legally described on Schedule A (Assessor’s Parcel Number 011-122-09) attached hereto and incorporated herein by this reference, and located at 111 Mill Street, Reno, NV 89501 (“Real Property”) and, except for the Excluded Items (defined below), all personal property located at the Siena and described on Schedule B attached hereto and incorporated herein by this reference (“Personal Property”), and any and all intangible property utilized in connection with the operation of the Siena including, but not limited to, licenses and permits (to the extent assignable), tradenames, trademarks, phone numbers, internet web addresses (including [www.sienareno.com](http://www.sienareno.com)), web pages, e-mail addresses, domain names, and marketing materials (collectively the “Intangible Property”). The Real Property, Personal Property, and Intangible Property shall collectively be referred to herein as the “Property”). The following items are expressly excluded from the foregoing definitions of “Property,” “Personal Property” and/or “Intangible Property”: (i) any computer, equipment, gaming device, software, intellectual property, license, manual, record, or any other tangible or intangible property in which Konami Gaming, Inc. (“Konami”) has any interest whatsoever whether as owner, licensor, lessor, secured party, or otherwise (the “Konami Property”) and (ii) all of the Debtors’ bankruptcy estate’s litigation rights. The items described in (i) and (ii) above, are hereinafter called the “Excluded Items” and they are expressly excluded from this Sale (defined below).

B. One South Lake Street, LLC had leased the Real Property to Wild Game Ng, LLC, which, until October 21, 2010, had been operating the Siena and the Real Property. In connection with the operation by Wild Game Ng, LLC of the Siena and the Real Property, Wild Game Ng, LLC owns certain personal property located on the Real Property.

C. On July 21, 2010, the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court, Northern District of California, Oakland Division (the “Oakland Bankruptcy Court”), jointly administered under case no. 4:10-bk-48268-RJN (the “Bankruptcy Case”).

D. On August 5, 2010, International Gaming Technology filed a *Motion for Entry of Order Transferring Venue to the District of Nevada* (the “Venue Motion”) which was joined in by various creditors and parties-in-interest. On October 1, 2010, the Oakland Bankruptcy Court entered its order granting the Venue Motion and transferring the Bankruptcy Case to the United States Bankruptcy Court, District of Nevada, Reno Division (the “Reno Bankruptcy Court”).

E. Buyer desires to purchase and Sellers desires to sell, convey, assign and transfer to Buyer, all of the Debtors' interests in the Property in the manner and subject to Reno Bankruptcy Court approval and to the terms and conditions set forth herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated into this Agreement as agreements, representations, warranties and covenants of the respective parties hereto), and the representations, warranties, covenants, and agreements set forth herein, the Parties hereto agree as follows:

### **PURCHASE AND SALE OF PROPERTY**

1. **Purchase and Sale of Property:** On the Closing Date, hereinafter defined, in consideration of the covenants and obligations of Buyer hereunder and, subject to the conditions hereinafter set forth, Sellers shall sell and convey all of its title to the Property to Buyer and Buyer shall purchase all of the Debtors' title to the Property from Sellers. Notwithstanding anything to the contrary in this Agreement, or in any attachment hereto, or in any other document or instrument, the Sale (as defined below) shall not constitute a sale of the Excluded Items.
2. **Purchase Price and Escrow:** The purchase price for the Property shall be the sum of Three Million Nine Hundred Thousand Dollars (\$3,900,000) ("Purchase Price"), to be paid as follows:
  - a. On or before the date that is two (2) business days after the entry of a Reno Bankruptcy Court Order approving this Agreement, Buyer shall deliver to Sellers the Purchase Price, less the amount of the \$250,000.00 deposit ("Deposit") previously paid to Northern Nevada Title Company ("Escrow Agent") and held pursuant to that certain Escrow Agreement relating to this transaction.
  - b. Upon the Closing and subject to final Reno Bankruptcy Court approval, the Debtors shall pay Innovation Capital, LLC, a fee (the "Sale Transaction Fee") equal to two hundred thousand dollars (\$200,000) plus two percent (2.0%) of the Purchase Price with a minimum total Sale Transaction Fee equal to three thousand dollars (\$300,000).
  - c. The Purchase Price shall be allocated as follows:

75.0% for the Real Property asset and 25.0% for the Personal Property and Intangible Property.

### **NO ASSUMPTION OF LIABILITIES**

3. **Transfer Free and Clear of Liabilities:** Buyer will not assume or have any

responsibility with respect to any obligation or liability of Sellers, including without limitation: (i) real or personal property taxes or other taxes of any kind or description related to the Sellers or its business or the Property for all tax periods (or portions thereof) ending on or prior to the Closing; (ii) any costs or expenses incurred in connection with, or related to, the administration of the Bankruptcy Case, including, without limitation, any accrued professional fees and expenses of attorneys, accountants, financial advisors and other professional advisors related to the Bankruptcy Case; (iii) any deeds of trust, mortgages, judgments, financing statements, or liens of any kind or description encumbering the Property; and (iv) all other liens, leases, liabilities and obligations for which Buyer does not expressly assume in writing prior to Closing including, but not limited to, those described on Exhibits B and C to the Debtors and Debtors-in-Possession Motion for an Order: (1) Establishing Auction Procedures with Respect to the Sale of the Debtors' Real and Personal Property; (2) Approving and Authorizing the Sale by Auction of the Debtors' Real and Personal Property Free and Clear of Liens, Claims, and Encumbrances, Subject to Higher and Better Offers, and (3) Approving Assumption and Assignment of Certain Unexpired Leases and Executory Contracts and Determining Cure Amounts, or, in the Alternative, Approving the Rejection of Unexpired Leases and Executory Contracts, dated November 1, 2010 ("Emergency Motion"), which Exhibits are incorporated herein by this reference (collectively, the "Excluded Liabilities"). Buyer shall be under no obligation to cure or assume any of the liens, leases, or executory contracts referenced in the Emergency Motion or encumbering the Property and the decision to cure and/or assume such obligations shall be made by Buyer prior to Closing in Buyer's sole and absolute discretion.

### CLOSING

4. **Closing:** Closing of the transactions set forth in this Agreement (the "Closing") shall take place in Reno, Nevada, at the offices of Escrow Agent or another location as the Parties may mutually agree. Provided that an order approving this sale (the "Sale") (that is not subject to a stay pending appeal) has been entered by the Reno Bankruptcy Court, the Closing shall occur within two (2) business days of the date on which the order approving the sale of the Property to Buyer is entered by the Reno Bankruptcy Court (the "Closing Date"). If the order approving this sale (that is not subject to a stay pending appeal) is not entered by November 17, 2010, either party may terminate this Agreement by delivering notice thereof to the other party. In the event of termination, the Deposit shall be refunded to Buyer and neither party shall have any other rights and remedies against the other based upon this Agreement.
  - a. Sellers shall move the Reno Bankruptcy Court for a final and nonappealable order approving the Sale of the Property to Buyer (a hearing is scheduled for November 10, 2010 at 1:00pm Pacific Standard Time): (i) on the terms and conditions set forth herein; (ii) containing

specific findings that the Buyer is a good faith purchaser of the Property, in an arms-length transaction, without collusion, and that Buyer has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code (the Buyer shall cooperate as necessary with the Sellers); (iii) stating that the Sale of the Property to Buyer shall be free and clear of all liens, claims, interests and encumbrances, including the Excluded Liabilities; (iv) in a form reasonably satisfactory to Buyer; and (v) finding that this Agreement and the transactions contemplated hereby may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Sellers or any chapter 7 or chapter 11 trustee of Sellers.

- b. Buyer is informed that all orders entered in Reno Bankruptcy Court are subject to a fourteen (14) day right of appeal from date of entry, and that no order authorizing the Sale shall be final until the fourteen day period has passed. The Sellers shall move the Reno Bankruptcy Court to waive the fourteen day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.
  - c. Buyer is further advised of the unlikelihood of obtaining a policy of title insurance, and other such documents, from the title company during the period allowed for appeal of the order, unless the order approving the Sale includes a good faith finding as contemplated by 11 U.S.C. § 363(m). The Sellers shall move the Reno Bankruptcy Court for a good faith finding under 11 U.S.C. § 363(m), however, solely the Buyer will present the required evidence to have such finding made by the Reno Bankruptcy Court.
  - d. Subject to approval by the Nevada Gaming Control Board (as described in Exhibit A), Seller will transfer the gaming equipment identified on Schedule B to Session Gaming, a licensed distributor, who will maintain and store the gaming equipment at the Property until Buyer is successful in obtaining a nonrestricted gaming license.
5. **Other Conditions:** The Parties affirm the following conditions or events, among others, as conditions precedent to the Closing of this Sale:
- a. Sellers shall have delivered to Buyer a copy of an order approving the Sale to the Buyer.
  - b. Sellers shall deliver a Grant Deed to the Real Property, duly executed and acknowledged by Sellers in the form of Exhibit "B", attached hereto and incorporated herein by this reference ("Deed"), which Deed shall convey the Sellers' title to the Real Property to Buyer, or its assignee, free and clear of all Excluded Liabilities and subject only to those matters set forth on Schedule C attached hereto and incorporated herein by this reference ("Permitted Exceptions").

- c. Sellers shall deliver a Bill of Sale and all appropriate assignments, duly executed and acknowledged by Sellers conveying title to the Personal Property and Intangible Property to Buyer, free and clear of all Excluded Liabilities, all of which shall be released by Sellers at or prior to Closing.
- d. Barney J. Ng and any entity controlled or owned by Barney J. Ng agrees to assign, transfer, and convey to Buyer any and all right, title, and interest related to the Property, including but not limited to, that certain Subterranean Easement recorded on May 18, 2000 (Doc. No. 2448187) and that certain Air Space Easement recorded on May 18, 2000 (Doc. No. 2448188).
- e. Buyer shall arrange, at Buyer's cost and expense, to have all recorded liens and encumbrances recorded against the Property to be released and discharged, as required and consistent with the order approving the Sale.
- f. All real and personal property taxes, special taxes, room license tax, gaming tax, or any other taxes of any kind or description, sewer charges, and utilities fees for periods prior to the Closing shall be paid by Sellers or, if not yet due, shall be prorated to the day of Closing and credited to Buyer.
- g. Sellers shall deliver a statement under section 1445 of the Internal Revenue Code with respect to the Property, if requested.
- h. Buyer shall deliver the Purchase Price to be paid to Sellers, less the Deposit, plus all other amounts to be paid by Buyer at Closing under this Agreement. The Buyer shall pay all escrow charges.
- i. The representations and warranties of each party shall be materially true and correct.
- j. Each of the Parties shall deliver such additional documents and instruments as are reasonably required to close the Sale and purchase of the Property and shall otherwise cooperate with each other as necessary to close this transaction.

#### **FINANCING CONTINGENCY**

6. **Financing Contingency:** Obtaining of financing by the Buyer from a lender is not a condition to closing the transaction contemplated herein.

#### **POSSESSION**

7. **Possession:** Possession of the Property shall be delivered to Buyer on the Closing Date, free and clear of all leases and tenancies, including but not limited to, the



Land Lease and Hotel Casino Lease entered into by and between One South Lake Street, LLC ("One South"), and Wild Game NG, LLC ("Wild Game"), on or about March 6, 2010, pursuant to which One South leases the Property to Wild Game, which lease was subsequently modified by the Modification of Hotel Casino Lease dated April 14, 2000 (the "Land Lease"). The Land Lease shall be rejected by the Debtors, terminated and cancelled without cost to Buyer at or prior to Closing.

#### **SELLERS' REPRESENTATIONS AND WARRANTIES**

8. **Sellers' Representations and Warranties:** Sellers hereby make the following representations and warranties to Buyer, all of which shall be continuing and shall survive Closing. (For the purposes of this Paragraph, the term "Sellers' Representation and Warranties" shall be limited to the actual knowledge of Barney J. Ng, the Debtors' managing member, and not to any other person or entity):
- a. Upon the Reno Bankruptcy Court's entering of an order approving the Sale to Buyer and after the fourteen (14) day right of appeal has expired under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, if not waived by the Reno Bankruptcy Court, Sellers will have the power and authority to execute, deliver and perform this Agreement and all writings relating hereto.
  - b. This Agreement has been duly executed and delivered by Sellers and constitutes a valid and binding obligation of Sellers, subject to the approval of the Reno Bankruptcy Court, enforceable against Sellers in accordance with its terms. This Agreement does not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental unit that the Sellers are aware of; or (ii) violate or conflict with or constitute a default under any agreement, instrument, or writing of any nature to which Sellers are a party or by which Sellers or its assets or properties may be bound.

#### **BUYER'S REPRESENTATIONS AND WARRANTIES**

9. **Buyer's Representations and Warranties:** Buyer hereby makes the following representations and warranties to Sellers all of which shall be continuing and shall survive Closing:
- a. Buyer has all requisite powers to execute, deliver and perform this Agreement and all documents and instruments relating hereto.
  - b. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. The Buyer contends that this

Agreement does not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental unit that the Buyer is aware of; or (ii) violate or conflict with or constitute a default under any agreement, instrument, or writing of any nature to which Buyer is a party or by which Buyer or its assets or properties may be bound.

### **“AS IS, WHERE IS” CONDITION**

10. **“As Is, Where Is” Condition:** Except for the representations set forth herein and the order approving the Sale, Buyer acknowledges and agrees that Sellers make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Property, including without limitation, income to be derived or expenses to be incurred in connection with the Property, the environmental condition or other matters relating to the physical condition of the Property, the zoning of the Property or improvements thereon, the value of the Property, the title to the Property, or any other matter or thing relating to the Property, or any portion thereof. Buyer further acknowledges and agrees that Buyer has conducted an independent inspection and investigation of the physical condition of the Property and all such other matters relating to or affecting the Property, as Buyer deemed necessary or appropriate and that in proceeding with its purchase of the Property, Buyer is doing so based solely upon such independent inspections and investigations. Accordingly, Buyer will accept the Property at Closing “As Is, Where Is,” and “With All Faults.”
11. **Risk of Loss:** In the event that the Property shall be damaged or destroyed by fire or other casualty prior to the date of the Closing, Buyer shall have no obligation to close the transaction contemplated hereby. To the extent that Buyer elects to terminate this Agreement as a result of such damage or destruction then the Deposit shall be refunded to Buyer and neither Buyer nor Sellers shall have any further liability to each other.

### **OTHER DISCLOSURES**

12. **Change in Ownership:** If required by applicable law, Buyer will file a “Change in Ownership Statement” with the County Recorder or Tax Assessor within forty-five (45) days of recording of title.
13. **Change in Ownership and Related Matters:** Sellers and Buyer acknowledge and agree to work together in good faith to facilitate the transfer, or changeover as the case may be, of all applicable state, city and local licenses and/or approvals necessary for the Siena’s business to operate as a resort hotel casino.
14. Buyer shall be entitled to a return of Buyer’s Deposit, plus accrued interest, if any, in the event Buyer terminates this Agreement pursuant to its good faith disapproval of contingencies, if any, within the time limits stated herein; in the event Sellers are unable to deliver title or possession of the Property to Buyer on

the terms hereof free and clear of all liens and encumbrances; in the event of Reno Bankruptcy Court disapproval; or in the event of overbid(s) in which the Buyer herein is not the successful overbidding party.

### MISCELLANEOUS

15. **Attorneys' Fees:** If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.
16. **Notices:** Any notice, tender, or delivery to be given hereunder by any party shall be in writing and may be made by personal delivery, by overnight delivery, by registered or certified mail, and shall be deemed communicated as of the date of receipt. Notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

- a. To Sellers: One South Lake Street, LLC and Wild Game Ng, LLC

Barney Ng  
201 Lafayette Circle, 2<sup>nd</sup> Floor  
Lafayette, CA 94549

With a copy to: Arent Fox LLP

555 West Fifth Street, 48<sup>th</sup> Flr.  
Los Angeles, CA 90013  
Attn: Aram Ordubegian and Andy S. Kong

- b. To Buyer: Grand Siena, LLC

David Colvin  
2549 Sun Reef Road  
Las Vegas, NV 89128

With copy to Lewis and Roca LLP

50 West Liberty Street, Suite 410  
Reno, NV 89501  
Attn: Sean McGuinness

17. **Entire Agreement:** This Agreement shall be deemed and constitute the entire

agreement between the Parties pertaining to the subject matters contained in it, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No other agreements, oral or written, extrinsic to this Agreement and pertaining to the subject transaction have been made by the Parties which are not embodied herein, and this Agreement contains all of the covenants and agreements between the Parties. Each party hereto acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

18. **Amendments:** No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all the Parties hereto.
19. **Severability:** If any paragraph, section, sentence, clause or phrase in this Agreement shall become illegal, null or void for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases herein shall not be affected thereby.
20. **Effect of Headings:** The subject headings of the paragraphs, sub-paragraphs, and sections of these instructions and this Agreement are included for purposes of reference only, and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or the construction or interpretation of any of its provisions.
21. **Waiver:** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
22. **Brokerage Obligations:** Except as set forth herein, no broker's commission or finder's fee is payable with regard to this transaction and each of the Parties agree to indemnify and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind whatsoever arising from or connected with any broker's or finder's fee or commission or charge claimed to be due any person arising from each party's conduct with respect to this transaction, other than the Sale Transaction Fee to Innovation Capital, LLC to be paid by Sellers stated in Section 2(b) above.
23. **Successors and Assigns:** This Agreement, when duly executed and affirmed, shall be binding on, and shall inure to the benefit of, the Parties and (whether voluntarily, involuntarily, by operation of law, or otherwise) their respective successors, heirs, legal representatives, administrators, and assigns. Buyer's interest under this Agreement may be assigned, designated, apportioned, or otherwise transferred upon notice to Sellers, creditors and the Reno Bankruptcy Court.

24. **Applicable Law:** In the event of any dispute, claim, or controversy between the Parties arising out of the Sale of the Property, the Reno Bankruptcy Court having jurisdiction over the Sellers' bankruptcy estate shall decide any such matter and all controversies or claims between the Parties pursuant to Title 11 of the United States Code, unless otherwise agreed to in writing by mutual agreement of the Parties herein. BUYER AND SELLERS WAIVES THE RIGHT TO TRIAL BY JURY WITH REGARD TO ANY CLAIM AGAINST THE SELLERS OR BUYER, AS THE CASE MAY BE, THAT IN ANY WAY RELATES TO THIS AGREEMENT OR TRANSACTION.
25. **Interpretation:** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular, or plural, as the identity of the person or persons may require.
26. **Counterparts:** This Agreement is intended to be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
27. **Time is of the Essence:** Time is of the essence in this Agreement and all of the terms, covenants, and conditions hereof.
28. **Further Assurances:** Sellers and Buyer shall take all actions that may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement. On or after the Closing Date, if any further action is reasonably necessary or desirable to carry out the purposes of this Agreement to vest Buyer with full title, free of all liens, claims, or other encumbrances to the Property, Sellers and/or Buyer, as applicable, shall take all such reasonably necessary or appropriate action thereto.

[Signatures on next page]

**IN WITNESS WHEREOF**, Buyer and Sellers have executed this Agreement on the date and at the place set forth opposite their respective signatures.

Dated: November \_\_\_\_, 2010, at Reno, Nevada. **SELLERS**

One South Lake Street, LLC and Wild Game Ng,  
LLC, Chapter 11 Debtors and Debtors-in-  
Possession

By: \_\_\_\_\_  
Barney J. Ng, Managing Member

Dated: November 15, 2010, at Las Vegas, Nevada. **BUYER**

Grand Siena, LLC, a Nevada limited liability  
company


By:  \_\_\_\_\_  
David Colvin, Manager



IN WITNESS WHEREOF, Buyer and Sellers have executed this Agreement on the date and at the place set forth opposite their respective signatures.

Dated: November 16, 2010, at Reno, Nevada. SELLERS

One South Lake Street, LLC and Wild Game Ng,  
LLC, Chapter 11 Debtors and Debtors-in-  
Possession

By:   
Barney J. Ng, Managing Member

Dated: November \_\_, 2010, at \_\_\_\_, Nevada. BUYER

Grand Siena, LLC, a Nevada limited liability  
company

By: \_\_\_\_\_  
David Colvin, Manager

## DEFINITIONS

**Defined terms:** The following terms shall have the meaning as set forth below:

1. "Agreement" shall mean the *Real and Personal Property Purchase and Sale Agreement* dated November \_\_, 2010.
2. "Bankruptcy Case" shall have the meaning given to such term in Recital Paragraph B.
3. "Buyer" shall mean Grand Siena, LLC, a Nevada limited liability company.
4. "Closing" shall have the meaning given to such term in section 4.
5. "Closing Date" shall have the meaning given to such term in section 4.
6. "Debtors" shall mean One South Lake Street, LLC and Wild Game Ng, LLC.
7. "Deposit" shall have the meaning given to such term in section 2(a).
8. "Excluded Items" shall have the meaning given to such term in Recital Paragraph A.
9. "Excluded Liabilities" shall have the meaning given to such term in section 3.
10. "Konami Property" shall have the meaning given to such term in Recital Paragraph A.
11. "Parties" shall collectively refer to Buyer and Sellers.
12. "Property" shall have the meaning given to such term in Recital Paragraph A.
13. "Purchase Price" shall have the meaning given to such term in section 2.
14. "Reno Bankruptcy Court" shall have the meaning given to such term in Recital Paragraph C.
15. "Sale" shall have the meaning given to such term in section 4.
16. "Sale Transaction Fee" shall have the meaning given to such term in section 2(b).
17. "Sellers" shall mean One South Lake Street, LLC and Wild Game Ng, LLC and Debtors and Debtors-in-Possession.
18. "Siena" shall have the meaning given to such term in Recital Paragraph A.



**EXHIBIT "A"**



November 11, 2010

Dennis K. Neillander, Chairman  
Nevada Gaming Control Board  
1919 College Parkway  
Carson City, Nevada 89706

Dear Chairman Neillander:

On November 10, 2010, pursuant to 11 U.S.A. Section 363, Wild Game Ng dba Siena Hotel Spa Casino was sold at a bankruptcy auction held at the Federal Court House in Reno, Nevada, to Grand Siena, LLC. A list of the slot machines that was provided to the potential buyers is attached. Once a complete inventory is conducted, including game description and serial numbers, the buyer will provide you with an updated list.

Grand Siena is requesting for me to transfer the gaming equipment to Session Gaming, a licensed distributor owned by Bruce Merati. Mr. Merati will be part of the management team who will seek a gaming license to operate the Siena. I am advised that the gaming equipment, with Gaming Control Board approval, will be maintained by Session Gaming and stored in a secure area at the Siena until the management group is successful in obtaining a nonrestricted gaming license.

I will transfer the gaming equipment as requested, once I receive your approval. Please contact me or Keith Copher, representing Session Gaming (208) 453-2615, if you have any questions.

Thank you for your consideration.

Barney Ng  
Member, Wild Game Ng

cc:	David Colvin	Keith Copher
	Bruce Merati	Judi Moravec
	Jay Mellstrup	Mike Wilson
	Anthony Cabot	Sean McGuinness

Attachment



[illegible]

**EXHIBIT "B"**

**FORM OF GRANT, BARGAIN, AND SALE DEED**

APN: \_\_\_\_\_

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Arent Fox LLP  
555 West Fifth Street, 48<sup>th</sup> Floor  
Los Angeles, CA 90013  
ATTN: Andy S. Kong, Esq.

**MAIL TAX STATEMENTS TO:**

Grand Siena, LLC  
2549 Sun Reef Road  
Las Vegas, NV 89128

---

**GRANT, BARGAIN AND SALE DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ONE SOUTH LAKE STREET, LLC, a Nevada limited liability company, hereby GRANTS, BARGAINS and SELLS to Grand Siena, LLC, a Nevada limited liability company, as grantee hereunder, the real property located in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

SUBJECT TO all taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions, obligations, liabilities and other matters as may appear of record.

*[signatures are on following page]*



IN WITNESS WHEREOF, the undersigned has signed this document as of the day and year indicated.

ONE SOUTH LAKE STREET, LLC, a Nevada  
limited liability company

By: \_\_\_\_\_  
Name: Barney J. Ng  
Title: Managing Member

SCHEDULE A

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

All that certain parcel of land situate in the SE ¼ of Section 11, T 19 N, R 19 E, M.D.M., City of Reno, County of Washoe, State of Nevada, being all that certain parcel as shown on Record of Survey No. 3881 for FIVE-WAY DEVELOPMENT, as filed in the Washoe County Recorder's Office under file No. 2519029 and being that Order of Abandonment of a portion of Center Street per Document No. 2507552 and being that Order of Abandonment portion of Mill Street per Document No. 2589530 and being a portion Block 4 of LAKE'S ADDITION TO THE TOWN, NOW CITY OF RENO, as filed in the Washoe County Recorder's Office on September 29, 1887, as Tract Map No. 53, said combined parcels being more particularly described as follows:

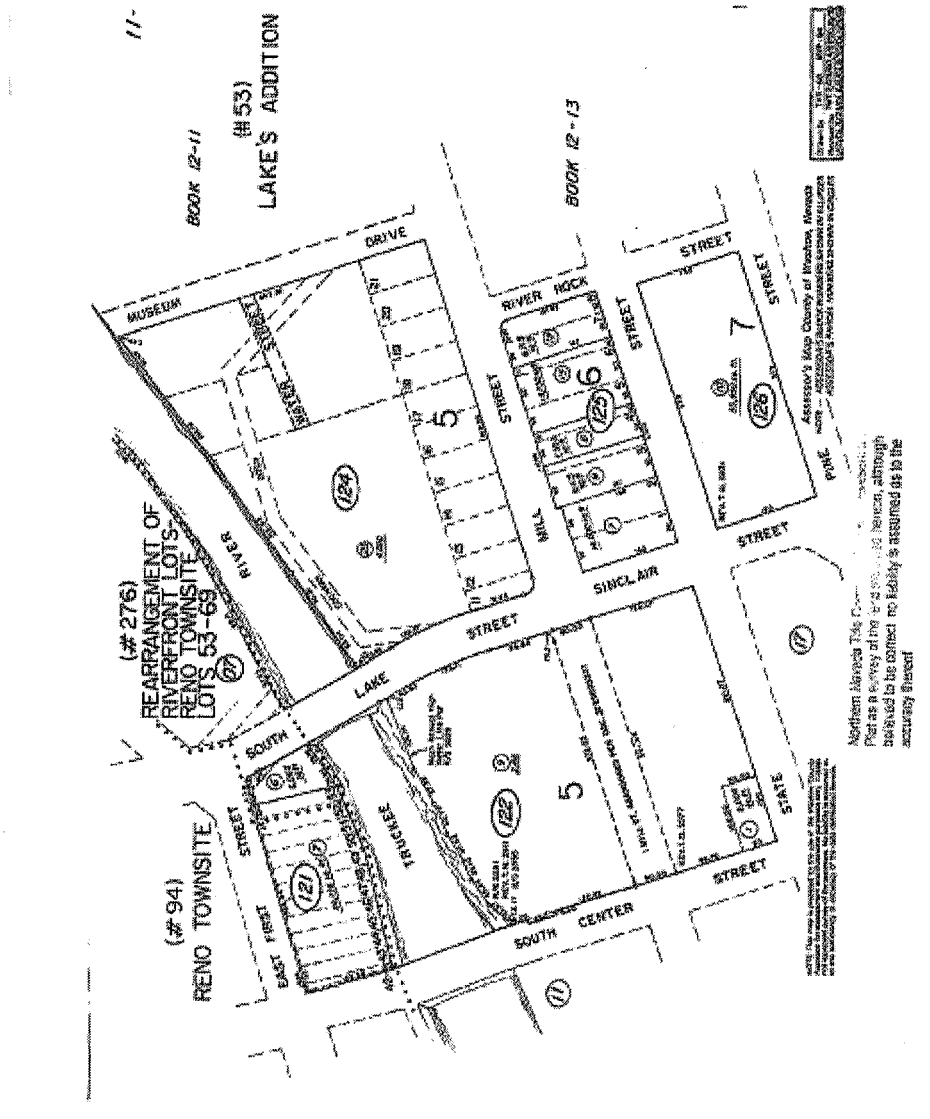
Beginning at the intersection of the North right of way line of Mill Street and the East right of way line of South Center Street as shown on said Record of Survey No. 3881; thence along the following twenty-four (24) courses;

1. N 17°07'16" W, 122.63 feet along the East right-of-way line of South Center Street (60.0' R/W) to the Southeast corner of said Order of Abandonment Document No. 2507552;
2. S 72°52'44" W, 5.50 feet along said abandonment;
3. N 17°07'16" W, 42.17 feet along said abandonment;
4. N 72°52'44" E, 5.50 feet along said abandonment to point on the West line of said Record of Survey No. 3881;
5. N 17°07'16" W, 29.08 feet to the mean high water line of the Truckee River as determined by Nevada Division of State Lands on January 27, 2000 and as shown on Record of Survey No. 3828 for Capital Salvage as filed in the Washoe County Recorder's Office under file No. 2472747;
6. N 69°17'28" E, 12.17 feet along said high water line;
7. N 40°49'16" E, 31.87 feet;
8. N 56°55'49" E, 45.43 feet;
9. N 70°00'36" E, 29.10 feet;
10. N 60°26'03" E, 47.52 feet;
11. N 67°34'36" E, 46.77 feet;
12. N 60°58'56" E, 57.99 feet;
13. N 70°41'11" E, 106.84 feet;
14. N 49°22'01" E, 1.12 feet along said high water line to the Westerly right of way line of Lake Street (60.0' R/W);
15. S 29°36'47" E, 40.50 feet along said right of way;
16. Along a tangent curve to the right having a radius of 570.00 feet, a central angle of 12°22'30", and an arc length of 123.11 feet along said right of way;
17. S 17°14'17" E, 94.88 feet along said right of way;
18. S 17°12'01" E, 60.00 feet to the Westerly right of way of Sinclair Street (60.0' R/W);
19. S 17°09'44" E, 150.07 feet along said right of way to the North right of way of State Street (60.0' R/W);
20. S 72°55'14" W, 291.87 feet along said right of way;
21. N 17°10'59" W, 50.00 feet;
22. S 72°55'14" W, 100.00 feet to the East right of way line of South Center Street (60.0 R/W);
23. N 17°10'59" W, 99.78 feet along said right of way;
24. N 17°09'08" W, 60.00 feet to the point of beginning.

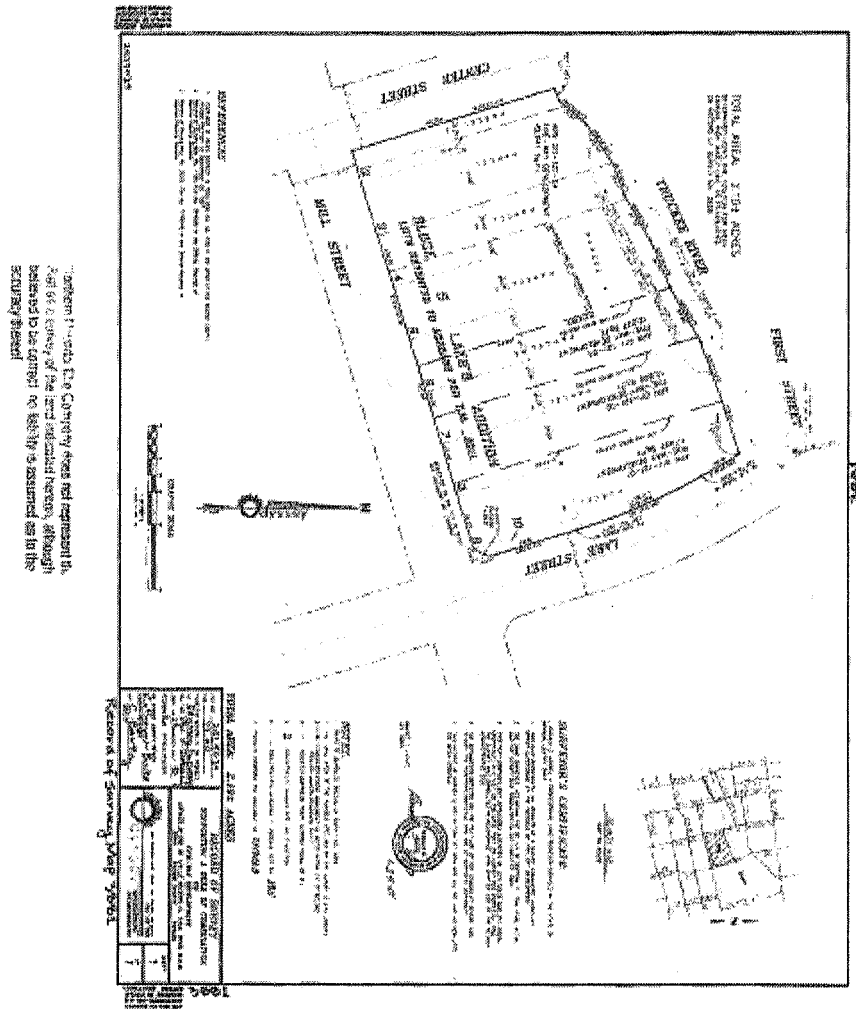
This legal description was previously contained in Grant, Bargain and Sale Deed recorded October 19, 2001, as Document No. 2607306, Official Records, Washoe County, Nevada.

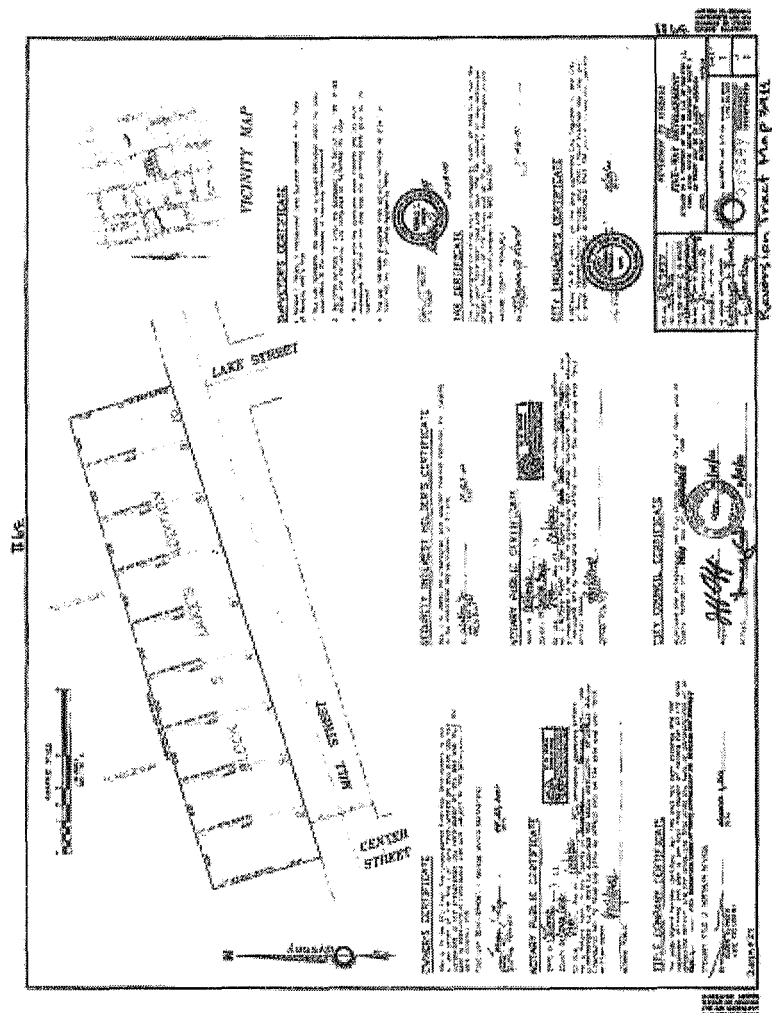


Northern Nevada Title Company does not represent the  
-Photos a survey of the and adjacent areas, although  
believed to be correct, no liability is assumed as to the  
accuracy thereof.









Northern Nevada Trust Co., Reno, Nev., advised that although put on a study of the bank records, it could not be sure enough believed to be correct to testify, as required in the accuracy demand.





SCHEDULE B  
PERSONAL PROPERTY

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
<b>1525-001-00 LEASEHOLD IMPROVEMENTS</b>						
LEASEHOLD IMP	10/9/2001	MSL/MM	39	19,824.00	4,130.27	503.18
LEASEHOLD IMP	11/2/2001	M/MM	39	19,850.00	4,093.78	503.85
LEASEHOLD IMP	11/2/2001	M/MM	39	19,850.00	4,093.78	503.85
LEASEHOLD IMP	9/20/2001	M/MM	39	20,812.00	4,424.77	533.64
LEASEHOLD IMP	8/28/2001	M/MM	39	21,208.00	4,654.28	543.80
LEASEHOLD IMP	1/1/2001	M/MM	39	44,113.51	10,132.93	1,131.11
COOLING UNIT F	5/1/2002	M/HY	5	14,588.00	14,588.00	0.00
LEASEHOLD IMP	9/27/2001	MSL/MM	39	37,165.82	7,901.71	952.97
WINDOW TINTING	7/10/2002	M/HY	5	2,332.49	2,332.49	0.00
FENCING ALONG	12/17/2002	M/HY	5	1,913.40	1,913.40	0.00
PALLET RACK IN	4/29/2002	M/HY	5	2,140.71	2,140.71	0.00
GRANITE	9/30/2006	M/MQ	25	1,567.68	383.57	102.97
LEASEHOLD IMP	7/1/2003	M/HY	25	10,327.07	4,315.67	522.73
PARKING LOT	8/31/2004	M/MQ	5	4,982.89	4,982.89	0.00
LAUNDRY ROOM	9/1/2004	M/MQ	7	66,985.82	62,166.83	2,985.47
KENO COUNTER	10/27/2004	M/MQ	7	7,057.77	6,480.08	308.10
HANDRAIL INSTALL	4/30/2005	M/HY	25	887.00	276.98	53.05
COMMERCIAL D	5/31/2006	M/MQ	25	1,773.00	481.42	114.05
DOOR/CUSTOM	2/28/2007	SL/N/A	39	15,983.55	1,161.18	409.83
RESURFACE	4/5/2007	SL/N/A	39	3,250.00	229.16	83.33
CARPET	5/31/2007	SL/N/A	39	3,029.53	200.67	77.68
HVAC (VENTILATION)	8/6/2007	SL/N/A	39	12,640.00	837.26	324.10
BUILT INTO BUILDING	8/30/2007	SL/N/A	39	3,768.72	241.58	98.63
RESURFACE COR	7/31/2007	SL/N/A	39	11,187.00	693.22	286.85
SPA CARPET	9/15/2007	SL/N/A	5	4,819.27	2,155.65	923.85
SPA CARPET	10/18/2007	SL/N/A	5	5,130.00	2,308.50	1,028.00
MEETING ROOM CARPET	1/1/2008	SL/N/A	5	15,277.12	6,110.84	3,055.42
9TH FLR CARPET	2/15/2008	SL/N/A	5	31,768.07	12,177.75	6,353.61
5TH FLR CARPET	2/15/2008	SL/N/A	5	23,979.09	9,191.99	4,795.82
RSD - COMPRESSOR	4/1/2009	SL/N/A	5	1,924.16	288.63	384.84
RSD - COMPRESSOR	4/9/2009	SL/N/A	5	2,715.16	407.25	543.00
RSD - COMPRESSOR,CORE,FRGT	8/18/2009	SL/N/A	5	2,452.12	265.86	490.44
REBUILD T2 BOILER-SAVAGE-5YR WARRANTY	1/13/2010	SL/N/A	5	434,502.95	175,643.00	27,590.17
				10,430.00	0.00	543.00
<b>1525-001-00 LEASEHOLD IMPROVEMENTS</b>				<b>444,932.95</b>	<b>175,643.00</b>	<b>28,133.17</b>
<b>1526-001-00 PARKING LOT IMPROVEMENTS</b>						
SURVEILLANCE CAMERA	10/31/2005	M/HY	5	2,531.63	2,385.81	145.82
PARKING LOT IM	11/10/2005	M/HY	25	15,500.00	4,840.07	928.85
PARKING LOT IM	11/30/2005	M/HY	25	1,789.50	558.79	107.02
PARKING LOT P	1/27/2006	M/MQ	15	1,368.53	457.50	101.00
STATE STREET	2/22/2006	M/MQ	15	1,100.00	388.27	81.30
DEBRIS CLEAN UP	2/22/2006	M/MQ	15	1,145.25	383.41	84.65
MISC PARKING	12/31/2005	M/MQ	25	3,539.04	1,003.69	220.48
<b>1526-001-00 PARKING LOT IMPROVEMENTS</b>				<b>26,971.95</b>	<b>9,997.54</b>	<b>1,667.20</b>
<b>1530-001-00 BAR EQUIPMENT</b>						
LCD PROJECTOR	9/5/2008	M/MQ	5	1,234.84	1,008.12	151.14
20 BOTTLE TAP WINEBAR	7/1/2008	SL/N/A	5	17,778.59	5,333.58	3,555.72
<b>1530-001-00 BAR EQUIPMENT</b>				<b>19013.43</b>	<b>6341.70</b>	<b>3708.86</b>
<b>1530-002-00 COMPUTER EQUIPMENT</b>						
TIME AND ATTENDANCE	5/25/2001	M/HY	5	804.37	804.37	0.00
SOFTWARE-ME	9/6/2001	SL/N/A	3	1,207.81	1,207.81	0.00
OMNIBOOK CON	12/8/2001	M/HY	5	1,860.45	1,860.45	0.00
COMPUTER EQ	10/22/2001	M/HY	5	2,400.00	2,400.00	0.00
SOFTWARE <\$25	7/25/2001	SL/N/A	3	3,116.23	3,116.23	0.00
COMPUTER EQ - Danla	9/8/2001	M/HY	5	3,957.53	3,957.53	0.00
COMPUTER EQ	8/31/2001	M/HY	5	852.48	852.48	0.00
SOFTWARE - HU	7/25/2001	SL/N/A	3	15,874.37	15,874.37	0.00
SOFTWARE - MAS 90	7/25/2001	SL/N/A	3	18,811.65	18,811.65	0.00
RACKING SYSTEM	8/20/2001	M/HY	5	24,896.78	24,896.78	0.00
SOFTWARE - EATEC	7/25/2001	SL/N/A	3	30,000.00	30,000.00	0.00
COMPUTER EQ	9/6/2001	M/HY	5	25,980.02	25,980.02	0.00
TIME AND ATTENDANCE	9/6/2001	M/HY	5	38,898.98	38,898.98	0.00
DELL COMPUTER	8/13/2001	M/HY	5	71,993.81	71,993.81	0.00
DELL COMPUTER	7/10/2001	M/HY	5	129,822.11	129,822.11	0.00
COMPUTER EQ - IQ	5/2/2001	M/HY	5	301,883.06	301,883.06	0.00
ACRES SLOT ON - Part Sold to Baldini's 2/2010	4/9/2001	M/HY	5	495,181.52	495,181.52	0.00
REMAINING BAL	8/29/2001	M/HY	5	45,033.05	45,033.05	0.00
MS OFFICE 200	6/10/2002	M/HY	5	6,145.43	6,145.43	0.00
MINOLTA 2300	11/19/2002	M/HY	5	857.88	857.88	0.00
AP 208 COLOR	1/18/2002	M/HY	5	817.26	817.26	0.00
COMPUTER - CO	2/18/2003	M/HY	5	2,087.81	2,087.81	0.00
COMPUTER - CO	3/20/2003	M/HY	5	1,185.87	1,185.87	0.00
COMPAQ COM	7/21/2003	M/HY	5	517.00	517.00	0.00
IBM - CPR	7/30/2003	M/HY	5	1,450.00	1,450.00	0.00
COMPAQ COM	12/9/2003	M/HY	5	790.58	790.58	0.00

Sienna Property - Asset List

1 of 10

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
BACKUP TAPE I	3/12/2004	M/MQ	5	450.00	450.00	0.00
DELL COMPUTER	3/17/2004	M/MQ	5	907.33	907.33	0.00
BACKUP TAPE I	4/8/2004	M/MQ	5	2,125.99	2,125.99	0.00
PRINTER	6/4/2004	M/MQ	5	2,093.81	2,093.81	0.00
CONTROL SYSTEM	6/29/2004	M/MQ	5	9,304.89	9,304.89	0.00
SERVER FOR	7/30/2004	M/MQ	5	916.55	916.55	0.00
OPERA UPGRADE	10/31/2004	M/MQ	3	18,361.31	18,361.31	0.00
MICROS SOFTWARE	9/1/2004	M/MQ	3	9,870.00	9,870.00	0.00
ANTIVIRUS L	9/9/2004	M/MQ	3	4,437.64	4,437.64	0.00
M211 FORM FA	4/30/2005	M/HY	5	759.62	715.77	43.75
4 NEW COMPUTER	11/30/2005	M/HY	5	3,991.83	3,791.90	229.93
NEW COMPUTER	12/31/2005	M/HY	5	2,149.31	2,025.51	123.80
SOFTWARE UPGRADE	7/31/2005	M/HY	5	1,121.54	1,121.54	0.00
GRAPHICS COM	7/31/2005	M/HY	5	3,988.51	3,758.77	229.74
SOFTWARE-ADO	7/31/2005	M/HY	3	1,717.99	1,717.99	0.00
SERVER - ACME	8/31/2005	M/HY	5	3,826.96	3,418.05	208.91
2 LCD DISPLAY	8/31/2005	M/HY	5	2,575.39	2,427.05	148.34
MISCELLANEOUS	9/29/2005	M/HY	5	751.17	707.90	43.27
W2G REPORTING	2/24/2005	M/HY	5	9,750.00	9,188.40	561.60
COMPUTER EQ	12/18/2005	M/HY	5	2,813.32	2,657.27	182.05
LCD MONITOR W	1/15/2007	SL/N/A	5	257.89	154.82	51.54
COMPUTER - HT	1/19/2007	SL/N/A	5	1,142.66	666.55	228.53
MONO ETHERNE	4/11/2008	M/MQ	5	10,848.75	9,152.92	1,233.33
SEAGATE 250G	4/13/2008	M/MQ	5	729.00	615.05	82.88
OTC - COMPUTER	3/17/2008	M/MQ	5	2,300.22	2,015.26	253.29
THINKCENTRE	4/15/2008	M/MQ	5	833.17	534.19	71.98
RACKPLEX SERV	5/2/2008	M/MQ	5	3,272.00	2,760.53	371.97
THINKCENTRE	4/29/2008	M/MQ	5	839.84	708.39	95.45
THINKCENTRE	5/10/2008	M/MQ	5	838.86	535.00	72.63
ENCODER CHEC	5/1/2008	M/MQ	5	2,593.43	2,188.04	294.83
RACKPLEX SERV	6/22/2008	M/MQ	5	2,950.30	2,489.12	335.40
BACKUP EXEC	6/22/2008	M/MQ	5	910.54	788.21	103.51
BACKUP EXEC	6/22/2008	M/MQ	5	617.41	520.90	70.19
LENOVO THINK	6/30/2008	M/MQ	5	1,993.87	1,658.89	223.28
MONITORS	6/29/2008	M/MQ	5	1,305.60	1,101.52	148.43
BACKUP EXEC	6/22/2008	M/MQ	5	39.73	33.52	4.52
COMP EQUIP	8/8/2008	M/MQ	5	1,628.27	1,373.75	185.11
SEAGATE	7/27/2008	M/MQ	5	612.03	499.66	74.91
STORAGE LOADER	6/15/2008	M/MQ	5	4,531.21	3,822.91	515.13
THINKPAD	8/1/2008	M/MQ	5	729.48	595.55	89.29
LCD MONITOR	8/4/2008	M/MQ	5	279.16	227.91	34.17
LENOVO ATHION	8/5/2008	M/MQ	5	633.49	517.18	77.54
HP COLOR LASER	8/4/2008	M/MQ	5	5,132.53	4,190.20	628.22
RACKPLEX SERV	8/23/2008	M/MQ	5	2,784.38	2,273.17	340.81
2 LCD MONITOR	9/17/2008	M/MQ	5	536.85	439.29	65.71
OFFICE 2004 M	6/5/2008	M/MQ	3	984.83	984.83	0.00
LENOVO ANTHIO	8/30/2008	M/MQ	5	1,234.78	1,008.08	151.14
WINDOWS UPGRADE	8/25/2008	SL/N/A	3	5,139.47	5,139.47	0.00
COMP EQUIP	9/8/2008	M/MQ	5	326.13	286.25	39.92
IMAC ICD	9/8/2008	M/MQ	5	2,566.20	2,095.04	314.10
LENOVO ANTHIO	8/19/2008	M/MQ	5	1,261.01	1,029.49	154.35
CAMERA, WEAT	8/28/2008	M/MQ	5	1,465.69	1,198.59	179.40
BACKUP EXEC	6/22/2008	M/MQ	5	769.88	649.53	87.52
HP PAVILLION	10/10/2008	M/MQ	5	2,173.15	1,727.22	297.28
AMAX	11/30/2008	M/MQ	5	5,154.58	4,086.86	705.15
SYSTEMAX VEN	11/29/2008	M/MQ	5	599.99	476.88	82.08
COMP EQUIP	12/15/2008	M/MQ	5	807.88	483.15	83.18
INTEL PRO SERVE	12/27/2008	M/MQ	5	537.96	427.57	73.59
DESKTOP PC	1/31/2007	SL/N/A	5	847.17	494.17	169.43
PROSAFE 48 PO	1/31/2007	SL/N/A	5	739.02	431.08	147.80
NETGEAR COMP	2/21/2007	SL/N/A	5	1,191.80	675.35	238.36
HP DX2200 CO	2/28/2007	SL/N/A	5	970.78	550.12	194.16
HP DX5150/L	2/28/2007	SL/N/A	5	693.86	393.18	138.77
DESKTOP PC	2/28/2007	SL/N/A	5	632.43	358.39	126.49
LCD MONITOR	2/28/2007	SL/N/A	5	182.52	103.42	36.50
DESKTOP PC	2/28/2007	SL/N/A	5	628.13	355.95	126.63
3 LCD MONITOR	2/28/2007	SL/N/A	5	664.39	378.49	132.88
MINI DESKTOP	3/15/2007	SL/N/A	5	1,039.96	589.30	207.99
COMPUTER OUT	3/27/2007	SL/N/A	5	55.71	30.64	11.14
COMPUTER POW	3/27/2007	SL/N/A	5	148.44	81.65	28.69
COMPUTER CAT	3/27/2007	SL/N/A	5	1,011.17	558.13	202.23
COMPUTER POR	3/27/2007	SL/N/A	5	1,435.60	789.58	287.12
COMPUTER OUT	3/27/2007	SL/N/A	5	290.23	159.64	58.05
COMPUTER EQUIP	3/27/2007	SL/N/A	5	1,589.14	874.03	317.83
COMPUTER ANT	3/27/2007	SL/N/A	5	849.60	467.28	169.92
DESKTOP PC	3/27/2007	SL/N/A	5	644.22	354.31	128.84
MOUSE AND KE	3/27/2007	SL/N/A	5	59.98	33.00	12.00
MONO LASER P	3/31/2007	SL/N/A	5	428.42	235.82	85.68
DESKTOP PC	3/31/2007	SL/N/A	5	652.78	359.94	130.56
DESKTOP PC	3/31/2007	SL/N/A	5	612.72	338.99	122.54

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
DESKTOP PC	3/31/2007	SLN/A	5	651.72	358.44	130.34
LCD MONITOR	3/31/2007	SLN/A	5	161.05	88.58	32.21
DESKTOP PC	3/31/2007	SLN/A	5	542.20	298.21	108.44
COMPUTER SWI	3/31/2007	SLN/A	5	741.92	408.09	148.38
COMPUTER EQ	3/31/2007	SLN/A	5	591.07	325.08	118.21
COMPUTER EQ	3/31/2007	SLN/A	5	230.85	127.02	48.19
COMPUTER CAT	3/31/2007	SLN/A	5	47.98	25.40	9.80
COMPUTER EQ	4/25/2007	SLN/A	5	36.18	19.31	7.24
MICROS COMPUTER SYS	4/30/2007	SLN/A	5	129,823.89	69,239.41	25,984.78
COMPUTER EQ	4/1/2007	SLN/A	5	837.50	460.63	167.50
DESKTOP PC	4/25/2007	SLN/A	5	1,298.10	692.32	259.82
SOFTWARE UPGRADE	4/25/2007	SLN/A	5	10,271.50	5,478.13	2,054.30
DESKTOP PC	4/30/2007	SLN/A	5	2,013.45	1,073.84	402.69
DESKTOP PC	4/30/2007	SLN/A	5	3,435.95	1,832.51	687.19
COMPUTER EQ	5/8/2007	SLN/A	5	2,735.29	1,458.83	547.06
COMPUTER EQ	5/31/2007	SLN/A	5	1,071.30	553.50	214.28
DELL COMPUTER-Prod Devel	5/31/2007	SLN/A	5	10,858.04	5,506.68	2,131.61
PC	5/31/2007	SLN/A	5	703.28	363.37	140.66
COMPUTER EQ	5/31/2007	SLN/A	5	10,745.46	5,551.82	2,149.09
COMPUTER EQ	5/31/2007	SLN/A	5	2,969.99	1,534.50	594.00
COMPUTER EQ	5/31/2007	SLN/A	5	7,377.47	3,811.68	1,475.48
3 LCD MONITOR	6/13/2007	SLN/A	5	601.28	310.65	120.25
WIRELESS ROUTER	6/11/2007	SLN/A	5	288.57	149.05	57.31
LCD TELEVISION	6/29/2007	SLN/A	5	987.83	493.93	197.57
DELL COMPUTER - Prod Devel	6/29/2007	SLN/A	5	8,802.82	4,401.40	1,780.58
MICROS TRAINING	6/30/2007	SLN/A	5	851.36	425.68	170.27
RACKFORM SERV	6/30/2007	SLN/A	5	876.18	438.10	175.24
DELL COMPUTER-Prod Devel	7/11/2007	SLN/A	5	3,855.80	1,927.90	771.16
4 COMPUTERS	7/24/2007	SLN/A	5	2,687.92	1,299.15	537.58
DELL COMPUTER - Prod Devel	7/27/2007	SLN/A	5	3,221.25	1,556.84	644.25
DELL COMPUTER - Prod Devel	7/27/2007	SLN/A	5	3,855.81	1,863.84	771.16
DELL COMPUTER - Prod Devel	7/27/2007	SLN/A	5	3,221.25	1,556.84	644.25
DELL COMPUTER	7/30/2007	SLN/A	5	1,401.99	677.63	280.40
4 COMPUTERS	8/31/2007	SLN/A	5	2,644.76	1,234.22	528.95
DELL COMPUTER	8/31/2007	SLN/A	5	5,544.84	2,587.60	1,108.97
DELL COMPUTER - Prod Devel	8/31/2007	SLN/A	5	3,582.05	1,671.62	716.41
DELL COMPUTER - Prod Devel	8/31/2007	SLN/A	5	1,040.49	485.57	208.10
5 PC'S AND MO	9/30/2007	SLN/A	5	3,331.53	1,499.20	666.31
DELL COMPUTER	9/30/2007	SLN/A	5	5,172.29	2,327.54	1,034.46
DELL MKRT LP PO 3192	1/31/2008	SLN/A	5	1,010.43	387.34	202.09
PHOENIX KIOSK 252	2/7/2008	SLN/A	5	5,921.73	2,270.00	1,184.35
DELL XC680DR39,XC681X36	2/29/2008	SLN/A	5	292.08	107.10	58.42
DELL MKRT LP PO 3343 - Prod Devel	3/31/2008	SLN/A	5	1,888.81	591.01	337.72
MAC SUPER DRIVE COMP	6/17/2008	SLN/A	5	2,934.59	880.38	586.92
SMART UPS 6 SYSTEM	6/17/2008	SLN/A	5	3,634.84	424.06	728.96
MAC BOOK PRO - KYLE NG	9/19/2009	SLN/A	5	2,909.74	145.50	582.00
				1,651,221.09	1,503,016.79	64,105.84
Sale of Acres System to Baldini's	2/15/2010			-447,344.00	-447,344.00	
1530-002-00 COMPUTER EQUIPMENT				1,203,877.09	1,055,672.79	64,105.84
1530-003-00 GAMING EQUIPMENT						
DEALER PLATFORM	8/9/2001	M/HY	5	1,003.86	1,003.86	0.00
CASINO EQUIPMENT	7/8/2001	M/HY	5	1,825.00	1,825.00	0.00
CASINO EQUIPMENT	2/9/2001	M/HY	5	2,600.00	2,600.00	0.00
CARD CONFIGURATION	6/29/2001	M/HY	5	3,236.06	3,236.06	0.00
IMPRINTER SYSTEM	4/17/2001	M/HY	5	6,084.20	6,084.20	0.00
CASINO EQUIPMENT	4/9/2001	M/HY	5	2,110.00	2,110.00	0.00
CASINO EQUIPMENT	8/20/2001	M/HY	5	7,493.96	7,493.96	0.00
GAMING EQUIPMENT	8/13/2001	M/HY	5	4,331.65	4,331.65	0.00
CABLING AND LA	8/1/2001	M/HY	5	15,015.00	15,015.00	0.00
FREE FORM ALUM	8/30/2001	M/HY	5	18,823.75	18,823.75	0.00
TABLE GAMES	8/19/2001	M/HY	5	138,545.33	138,545.33	0.00
SLOT BASES	1/1/2001	M/HY	5	79,814.80	79,814.80	0.00
VIDEO SECURITY	11/2/2001	M/HY	5	541,893.93	541,893.93	0.00
GAMING FURNITURE	12/31/2001	M/HY	5	3,034.12	3,034.12	0.00
INFLATABLE MONEY M	10/16/2002	M/HY	5	4,633.20	4,633.20	0.00
MULTI-SHIFT BOX	4/30/2003	M/HY	5	17,427.64	17,427.64	0.00
PLASMA SCREEN disposed 8/09	10/21/2003	M/HY	5	0.00	0.00	0.00
4 GATEWAY disposed 1 tv 6/09	7/31/2004	M/MQ	5	7,408.81	7,408.81	0.00
CEILING MOUNT	8/31/2004	M/MQ	5	1,484.38	1,484.38	0.00
KENO MARBLE	8/31/2004	M/MQ	5	5,018.76	5,018.76	0.00
SLOT TICKET	11/1/2004	M/MQ	5	41,342.26	41,342.26	0.00
TITO LICENSE	11/10/2005	M/HY	5	8,375.25	7,882.84	482.41
2 POWER SUPP	11/29/2005	M/HY	5	2,629.81	2,478.14	151.47
CVT EZ PAY	2/3/2006	M/MQ	7	3,752.78	2,727.04	410.29
CVT EZ PAY	2/22/2006	M/MQ	7	3,436.00	2,496.86	375.65
EZ PAY PARTS	3/3/2006	M/MQ	7	1,181.13	858.30	129.13
IGT LICENSES	3/9/2006	M/MQ	7	3,221.25	2,340.81	352.18

Sienna Property - Asset List

3 of 10

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
PRINTERS	3/13/2008	M/MQ	7	4,681.84	3,402.25	511.87
MONITORS	7/22/2008	M/MQ	7	1,325.00	893.86	172.45
EZ PAY LICENSE	8/4/2008	M/MQ	7	2,254.88	1,521.17	293.48
DEVICE HOOK UP	9/11/2008	M/MQ	7	2,577.00	1,738.49	335.41
HOOK UP FEE	10/27/2008	M/MQ	7	2,577.00	1,671.40	362.24
CURRENCY & TIC	10/5/2008	M/MQ	7	33,976.67	22,036.72	4,775.98
BLACK SLOT STA	9/21/2008	M/MQ	7	1,313.01	885.77	170.89
CONVERSION KIT	9/27/2008	M/MQ	7	5,583.50	3,766.71	728.72
24 ROUNDTOP	11/13/2008	M/MQ	7	9,019.50	5,848.90	1,267.84
42" PLASMA	11/29/2008	M/MQ	7	1,234.80	800.87	173.67
74 IGT EZ PAY	12/12/2008	M/MQ	7	23,837.25	15,480.46	3,350.72
PLASMA EDTV	1/31/2007	SL/N/A	5	1,180.88	688.86	236.18
ROULETTE WHEEL	5/17/2007	SL/N/A	5	3,935.25	2,033.21	787.05
POKER TABLE/SERVER CARTS-sold 10/14/09	6/30/2007	SL/N/A	5	0.00	0.00	0.00
1530-003-00 GAMING EQUIPMENT				1,018,597.37	680,048.35	15,065.53
1530-004-00 HOTEL EQUIPMENT						
INSTALL CAT-5 C	8/1/2001	M/HY	5	83,100.00	83,100.00	0.00
20 BEVELED ED	7/31/2001	M/HY	5	6,219.53	6,219.53	0.00
HOTEL EQUIPMENT	10/18/2001	M/HY	5	369.68	369.68	0.00
HOTEL EQUIPMENT	10/18/2001	M/HY	5	1,207.59	1,207.59	0.00
HOTEL EQUIPMENT	4/19/2001	M/HY	5	1,221.44	1,221.44	0.00
SPEAKER MONITOR	12/10/2001	M/HY	5	1,392.11	1,392.11	0.00
FURNITURE	5/3/2001	M/HY	5	2,979.57	2,979.57	0.00
COMMERCIAL S	9/30/2001	M/HY	5	3,000.39	3,000.39	0.00
HOTEL EQUIPMENT	7/23/2001	M/HY	5	3,792.36	3,792.36	0.00
NITE LIGHTS	4/8/2001	M/HY	5	4,669.80	4,669.80	0.00
HOTEL EQUIPMENT	8/17/2001	M/HY	5	4,700.77	4,700.77	0.00
HOTEL EQUIPMENT	1/5/2001	M/HY	5	8,461.86	8,461.86	0.00
HOTEL EQUIPMENT	3/12/2001	M/HY	5	8,688.30	8,688.30	0.00
HIGH PERFORMA	10/4/2001	M/HY	5	8,840.00	8,840.00	0.00
HOTEL EQUIPMENT	10/12/2001	M/HY	5	12,100.00	12,100.00	0.00
HOTEL EQUIPMENT	5/23/2001	M/HY	5	13,016.54	13,016.54	0.00
HOTEL EQUIPMENT	8/17/2001	M/HY	5	17,334.08	17,334.08	0.00
HOTEL EQUIPMENT	6/21/2001	M/HY	5	17,886.80	17,886.80	0.00
HOTEL EQUIPMENT	6/8/2001	M/HY	5	18,598.03	18,598.03	0.00
KEYCARDS	8/20/2001	M/HY	5	21,137.36	21,137.36	0.00
HOTEL CLEANING	8/20/2001	M/HY	5	22,002.13	22,002.13	0.00
HOTEL EQUIPMENT	8/20/2001	M/HY	5	23,488.83	23,488.83	0.00
HOTEL EQUIPMENT	9/17/2001	M/HY	5	23,732.28	23,732.28	0.00
DRAPERIES	9/17/2001	M/HY	5	32,645.43	32,645.43	0.00
HOTEL EQUIPMENT	7/24/2001	M/HY	5	37,959.48	37,959.48	0.00
SAFE KIT HT	8/15/2001	M/HY	5	43,895.02	43,895.02	0.00
EXTRACTOR	3/12/2001	M/HY	5	45,335.48	45,335.48	0.00
HOTEL EQUIPMENT	6/21/2001	M/HY	5	46,326.98	46,326.98	0.00
LOCKER BAG SY	3/12/2001	M/HY	5	48,148.88	48,148.88	0.00
HOTEL LOCKING S	6/19/2001	M/HY	5	50,063.23	50,063.23	0.00
TVS/VCRS	8/7/2001	M/HY	5	90,147.92	90,147.92	0.00
SOFTWARE - MIC	7/25/2001	SL/N/A	3	119,940.00	119,940.00	0.00
MOTOROLA COM	1/1/2001	M/HY	5	121,527.22	121,527.22	0.00
HOTEL EQUIPMENT	4/17/2001	M/HY	5	151,749.12	151,749.12	0.00
TELEPHONE SYS	1/1/2001	M/HY	5	248,985.14	248,985.14	0.00
VIDEO AND MU	8/13/2001	M/HY	5	386,587.72	386,587.72	0.00
VACUUM	2/12/2003	M/HY	5	2,140.71	2,140.71	0.00
SWEPPER	2/12/2003	M/HY	5	3,382.89	3,382.89	0.00
SCRUBBER	2/12/2003	M/HY	5	3,962.89	3,962.89	0.00
FLOOR MACHINE	2/12/2003	M/HY	5	927.71	927.71	0.00
SCRUBBER	2/12/2003	M/HY	5	3,962.89	3,962.89	0.00
FLOOR MACHINE	2/12/2003	M/HY	5	940.82	940.82	0.00
BATH TUB	11/1/2003	M/HY	5	4,547.33	4,547.33	0.00
BATH TUB	11/1/2003	M/HY	5	4,547.33	4,547.33	0.00
BATH TUB	11/1/2003	M/HY	5	4,547.33	4,547.33	0.00
SCRUBBER	2/12/2003	M/HY	5	1,452.99	1,452.99	0.00
REFRIGERATION F	2/26/2004	M/MQ	5	1,391.93	1,391.93	0.00
WASHER & DRYER	3/31/2004	M/MQ	5	1,683.78	1,683.78	0.00
BATH TUBS	8/6/2004	M/MQ	5	11,487.85	11,487.85	0.00
PBX CONSOLE	7/31/2004	M/MQ	5	1,103.91	1,103.91	0.00
HOTEL INTER	9/1/2004	M/MQ	5	11,996.85	11,996.85	0.00
LAUNDRY EQ	9/1/2004	M/MQ	5	75,067.80	75,067.80	0.00
FLATWORK C	12/31/2004	M/MQ	5	1,465.56	1,465.56	0.00
SNOW BLOWER	12/31/2004	M/MQ	5	2,838.06	2,838.06	0.00
PRODUCTION OF	2/17/2005	M/HY	3	23,200.00	23,200.00	0.00
CARPET EXTRACT	7/22/2005	M/HY	5	4,241.31	3,997.01	244.30
2 ENCODER, HT	10/28/2005	M/HY	5	5,189.51	4,890.59	298.92
PW600 PROFIT	12/6/2005	M/HY	5	4,349.63	4,099.09	250.54
WINDOW CRAN	1/31/2006	M/MQ	5	5,011.03	4,390.25	551.80
FIRE PANEL	2/23/2006	M/MQ	5	1,804.00	1,580.51	198.65
NET CAM VIDEO	9/22/2006	M/MQ	5	1,525.10	1,245.09	186.67
HOTEL EQUIPMENT	12/31/2005	M/HY	5	2,542.71	2,359.63	183.08
CORD ELECTRIC/	3/29/2007	SL/N/A	5	5,537.97	3,045.87	1,107.59

Sienna Property - Asset List

4 of 10



## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
1530-004-00 HOTEL EQUIPMENT				1,921,898.85	1,917,305.63	3,021.55
1530-005-00 OFFICE EQUIPMENT						
CUSTOM SOFTWARE	3/31/2004	SL/N/A	3	1,932.75	1,932.75	0.00
PROJECTOR	3/29/2004	M/MQ	5	1,242.39	1,242.39	0.00
MOUSE, SPEAKERS	4/9/2004	M/MQ	5	94.45	94.45	0.00
1530-006-00 OFFICE EQUIPMENT				3,269.59	3,269.59	0.00
1530-006-00 RESTAURANT EQUIPMENT						
FREIGHT CHARGE	8/7/2001	M/HY	5	111.78	111.78	0.00
CHEST	9/5/2001	M/HY	5	1,080.51	1,080.51	0.00
UNIVEX MEAT G	7/30/2001	M/HY	5	1,284.10	1,284.10	0.00
KITCHEN EQUIPMENT	8/17/2001	M/HY	5	1,311.28	1,311.28	0.00
DOUBLE BURNER	7/10/2001	M/HY	5	1,374.33	1,374.33	0.00
RESTAURANT FUR	5/4/2001	M/HY	5	1,980.17	1,980.17	0.00
KITCHEN EQUIPMENT	6/29/2001	M/HY	5	2,394.99	2,394.99	0.00
ENOTECA CONS	3/15/2001	M/HY	5	2,400.00	2,400.00	0.00
BARSTOOLS	10/18/2001	M/HY	5	3,082.08	3,082.08	0.00
ENOTECA CONS	2/2/2001	M/HY	5	4,000.00	4,000.00	0.00
KITCHEN EQUIPMENT	8/9/2001	M/HY	5	4,038.27	4,038.27	0.00
RESTAURANT EQ	7/27/2001	M/HY	5	6,409.80	6,409.80	0.00
GLASSWARE	9/8/2001	M/HY	5	10,125.77	10,125.77	0.00
KITCHEN EQUIPMENT	11/2/2001	M/HY	5	11,300.75	11,300.75	0.00
LINENS	8/21/2001	M/HY	5	9,881.57	9,881.57	0.00
PORTABLE DANCE FL	8/16/2001	M/HY	5	18,374.88	18,374.88	0.00
ENOTECA CONS	6/11/2001	M/HY	5	25,600.00	25,600.00	0.00
KITCHEN EQUIPMENT	8/8/2001	M/HY	5	28,231.08	28,231.08	0.00
REFRIGERATOR	7/6/2001	M/HY	5	30,242.92	30,242.92	0.00
KITCHEN EQUIPMENT	8/20/2001	M/HY	5	44,079.00	44,079.00	0.00
INSTALLATION OF	9/13/2001	M/HY	5	46,439.88	46,439.88	0.00
DISHWARE	5/23/2001	M/HY	5	62,822.34	62,822.34	0.00
DISHWARE	6/19/2001	M/HY	5	76,430.07	76,430.07	0.00
KITCHEN EQUIPMENT	8/9/2001	M/HY	5	182,309.00	182,309.00	0.00
KITCHEN EQUIPMENT	8/13/2001	M/HY	5	2,163,935.00	2,163,935.00	0.00
BAR EQUIPMENT	12/31/2001	M/HY	5	699.80	699.80	0.00
LINCOLN/TICON	11/14/2002	M/HY	5	669.24	669.24	0.00
TROLLEY	12/11/2002	M/HY	5	1,809.03	1,809.03	0.00
LINCOLN BEAN	12/4/2002	M/HY	5	671.39	671.39	0.00
HOT FOOD PORT	2/13/2003	M/HY	5	1,588.12	1,588.12	0.00
SECURITY MOBIL	2/29/2003	M/HY	5	807.27	807.27	0.00
CART ROLL TOP	3/31/2003	M/HY	5	796.11	796.11	0.00
CONVEYOR FOOD	4/10/2003	M/HY	5	1,262.34	1,262.34	0.00
BAKERY CHAFER	4/30/2003	M/HY	5	1,588.68	1,588.68	0.00
BAKERY CHAFER	9/18/2003	M/HY	5	778.47	778.47	0.00
OSLONG CHAFER	2/9/2004	M/MQ	5	815.58	815.58	0.00
SANITIZING EQ	3/31/2004	M/MQ	5	1,088.38	1,088.38	0.00
STOVE	5/11/2004	M/MQ	5	5,716.65	5,716.65	0.00
SALAD BAR	5/24/2004	M/MQ	5	1,690.31	1,690.31	0.00
SALAD BAR	6/4/2004	M/MQ	5	1,690.31	1,690.31	0.00
SALAD DRYER	7/5/2005	M/HY	5	1,785.42	1,682.58	102.84
HARDWOOD MA	10/24/2005	M/HY	5	2,074.22	1,954.74	119.48
TWO FOOD STOR	7/31/2005	M/HY	5	1,287.57	1,213.41	74.16
HITACHI CP-X4	7/13/2005	M/HY	5	2,146.43	2,022.80	123.63
STARBUCKS VEN	2/14/2006	M/MQ	5	10,983.40	9,622.75	1,209.47
FROZEN DRINK	5/17/2006	M/MQ	5	1,438.43	1,213.58	163.52
CHOCOLATE FO	8/20/2006	M/MQ	5	1,982.06	1,601.83	240.16
RESTAURANT RE	1/31/2007	SL/N/A	5	4,000.00	2,333.33	800.00
RESTAURANT RE	2/28/2007	SL/N/A	5	4,000.00	2,266.67	800.00
RE-UPHOLSTERY	3/31/2007	SL/N/A	5	4,975.00	2,736.25	995.00
SMOKE OVEN	5/10/2007	SL/N/A	5	8,016.36	4,276.39	1,603.27
HEATED BANQUET	9/30/2007	SL/N/A	5	6,577.49	2,959.88	1,315.50
RESTAURANT EQ	11/30/2007	SL/N/A	5	3,672.18	1,530.08	734.44
WELLS WARMER	11/30/2007	SL/N/A	5	1,773.03	738.77	354.81
RACK-CONTRAC	11/30/2007	SL/N/A	5	91.27	38.02	18.25
FOOD WARMER	11/30/2007	SL/N/A	5	2,271.09	946.29	454.22
TRUE EQUIP CO.	11/30/2007	SL/N/A	5	4,702.84	1,859.52	940.57
REFREGERATOR C	11/30/2007	SL/N/A	5	3,998.56	1,666.06	799.71
SHELVES AND C	11/30/2007	SL/N/A	5	3,187.48	1,328.12	637.50
CIRCUIT BREAKER	11/30/2007	SL/N/A	5	116.70	48.62	23.34
SUPPLIES COR	11/30/2007	SL/N/A	5	381.17	150.48	72.23
GAS RANGE CO	11/30/2007	SL/N/A	5	7,026.43	2,927.69	1,405.29
GAS CONNECTION	11/30/2007	SL/N/A	5	885.84	369.10	177.17
GAS FRYER CON	11/30/2007	SL/N/A	5	857.93	357.48	171.69
AIR CONDITION	11/30/2007	SL/N/A	5	537.83	224.10	107.57
SATURN CHARB	11/30/2007	SL/N/A	5	3,240.28	1,350.12	648.08
ELECTRIC HAND TRUCK	7/3/2008	SL/N/A	5	4,544.12	1,383.23	908.82
CONTRADA 20 CHAIRS	9/30/2008	SL/N/A	5	1,778.99	444.75	355.80
MICROS UPDATE W/SLOT SYS	9/25/2008	SL/N/A	5	5,000.00	1,250.00	1,000.00
1530-006-00 RESTAURANT EQUIPMENT				2,854,169.37	2,811,452.69	16,356.18



## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
<b>1530-007-00 RETAIL EQUIPMENT</b>						
CIGARETTE VENDING	4/1/2005	M/HY	5	2,843.25	2,491.00	152.25
CIGARETTE VENDING	4/21/2005	M/HY	5	2,843.25	2,491.00	152.25
FURNITURE AND	4/1/2005	M/HY	5	1,250.00	1,178.00	72.00
FURNITURE AND	4/21/2005	M/HY	5	1,250.00	1,178.00	72.00
<b>1530-007-00 RETAIL EQUIPMENT</b>				<b>7,786.50</b>	<b>7,338.00</b>	<b>448.50</b>
<b>1530-008-00 SPA EQUIPMENT</b>						
SPA EQUIPMENT	10/5/2001	M/HY	5	128.72	128.72	0.00
SPA EQUIPMENT	10/5/2001	M/HY	5	388.16	388.16	0.00
FREIGHT ON FURN	8/1/2001	M/HY	5	1,521.45	1,521.45	0.00
SPA EQUIPMENT	10/5/2001	M/HY	5	1,788.90	1,788.90	0.00
CHAIRSIDE CHES	10/31/2001	M/HY	5	2,665.91	2,665.91	0.00
SPA MANAGEM	10/31/2001	SL/N/A	3	27,415.00	27,415.00	0.00
SPA EQUIPMENT	9/20/2001	M/HY	5	171,947.94	171,947.94	0.00
WHIRLPOOL PEDEI	10/10/2003	M/HY	5	2,890.39	2,890.39	0.00
GEMINI SPA	5/25/2005	M/HY	5	4,252.00	4,007.08	244.92
<b>1530-008-00 SPA EQUIPMENT</b>				<b>212,977.47</b>	<b>212,732.55</b>	<b>244.92</b>
<b>1530-009-00 SURVEILLANCE EQUIPMENT</b>						
TRANSACTION V	4/30/2003	M/HY	5	1,576.83	1,576.83	0.00
OVERALL SHIELD	6/30/2003	M/HY	5	1,390.14	1,390.14	0.00
NORTHERN VIDEO	2/28/2007	SL/N/A	5	4,426.71	2,508.46	885.34
SURVEILLANCE EQ	11/21/2007	SL/N/A	5	1,990.00	829.17	398.00
<b>1530-009-00 SURVEILLANCE EQUIPMENT</b>				<b>8,383.68</b>	<b>6,304.60</b>	<b>1,283.34</b>
<b>1530-010-00 SIGNAGE</b>						
SIGNAGE	11/2/2001	M/HY	5	1,094.91	1,094.91	0.00
SIGNAGE INSTALL	8/17/2001	M/HY	5	61,580.00	61,580.00	0.00
SIGNAGE	9/21/2001	M/HY	5	113,755.78	113,755.78	0.00
SIGNAGE - Part sold to Baldini's 2/2010	7/11/2001	M/HY	5	578,284.93	578,284.93	0.00
SIGNAGE	10/4/2001	M/HY	5	815.10	815.10	0.00
YESCO SIGN	12/20/2001	M/HY	5	18,830.00	18,830.00	0.00
NETWORK ELECTI	4/28/2001	M/HY	5	5,450.00	5,450.00	0.00
NETWORK ELECTI	5/20/2001	M/HY	5	3,270.00	3,270.00	0.00
NETWORK ELECTI	5/31/2001	M/HY	5	15,825.00	15,825.00	0.00
2 SIGNS FOR TAB	2/29/2004	M/MQ	5	6,151.94	6,151.94	0.00
SIGNAGE	3/31/2004	M/MQ	5	4,284.27	4,284.27	0.00
ROULETTE SIGN	4/1/2004	M/MQ	5	1,879.06	1,879.06	0.00
SIGNAGE	5/17/2004	M/MQ	5	1,481.13	1,481.13	0.00
SIGNAGE	11/5/2005	M/HY	5	2,633.91	2,482.20	151.71
YESCO SIGN - F	4/1/2007	SL/N/A	5	303,131.00	166,722.05	60,626.20
VAN WRAP	4/7/2008	M/MQ	5	2,480.36	2,092.64	281.98
BUYOUT OF ALL S	7/21/2008	M/MQ	5	23,229.78	18,964.79	2,843.32
YESCO - MATERIAL	3/30/2007	SL/N/A	5	862.34	474.29	172.47
YESCO - MATERIAL	3/31/2007	SL/N/A	5	115.06	63.28	23.01
YESCO - MATERIAL	3/31/2007	SL/N/A	5	9.01	4.95	1.80
YESCO - BUYOUT	10/11/2007	SL/N/A	5	7,952.46	3,578.60	1,590.49
				1,153,116.04	1,007,084.92	65,690.98
Sale of Acres internal sign parts to Baldini's	2/15/2010			-40,211.48	-40,211.48	
Sale of Creative Surfaces Signs/Acres -Baldini's	2/15/2010			-516,709.05	-516,709.05	
<b>1530-010-00 SIGNAGE</b>				<b>586,195.51</b>	<b>450,164.39</b>	<b>65,690.98</b>
<b>1530-011-00 CAGE EQUIPMENT</b>						
SCANNER W/STA	9/21/2001	M/HY	5	1,644.52	1,644.52	0.00
2 SLOT CHANGE	8/20/2001	M/HY	5	2,788.50	2,788.50	0.00
CAGE CABLING	11/9/2001	M/HY	5	2,860.00	2,860.00	0.00
CURRENCY COUNTER	8/13/2001	M/HY	5	4,021.88	4,021.88	0.00
DESKTOP CURRENCY	8/13/2001	M/HY	5	4,879.88	4,879.88	0.00
CAGE EQ	5/31/2001	M/HY	5	7,750.00	7,750.00	0.00
COIN CABINET	8/17/2001	M/HY	5	7,911.86	7,911.86	0.00
DROP BUCKETS	8/22/2001	M/HY	5	11,822.44	11,822.44	0.00
DUPLO SCANNER	8/20/2001	M/HY	5	12,436.59	12,436.59	0.00
11 CAGE CART	2/22/2001	M/HY	5	20,881.02	20,881.02	0.00
2 BILL BREAKER	8/17/2001	M/HY	5	23,564.97	23,564.97	0.00
TABLE GAMES/	11/5/2001	M/HY	5	25,766.81	25,766.81	0.00
CUMMINS SELF	4/19/2001	M/HY	5	60,972.70	60,972.70	0.00
JET SORTERS (1) sold City of Reno 3/15/10	8/20/2001	M/HY	5	75,404.57	75,404.57	0.00
COUNT ROOM E	8/13/2001	M/HY	5	178,971.29	178,971.29	0.00
SCANNER	9/4/2007	SL/N/A	5	1,175.78	548.68	235.15
				442,852.79	442,025.71	235.15
Sold (1) Jet Sorter -City of Reno 3/15/10	3/15/2010			-14,084.54	-14,084.54	
<b>1530-011-00 CAGE EQUIPMENT</b>				<b>428,568.25</b>	<b>427,941.17</b>	<b>235.15</b>
<b>1530-012-00 PULSE - FURN, FIX &amp; EQ</b>						
BAND SOUND EQ AND WARRANTIES	8/24/2009	SL/N/A	5	5,999.60	399.96	1,199.88
60 CHAIRS, 20 TABLES, 2 SOFAS sold 36 chairs	8/28/2009	SL/N/A	5	8,510.27	567.36	1,702.08
CABLE-ROADMASTER HELIX - U	8/28/2009	SL/N/A	5	989.53	84.64	193.92
AUDIO CONNECTORS -N	8/28/2009	SL/N/A	5	87.95	4.52	13.68
				15,547.35	1,036.48	3,109.44

Sienna Property - Asset List

6 of 10

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
Sale of 36 White Chairs to employees	2/1/2010			-3,814.20	-254.28	-762.84
1530-012-00 PULSE-FURN, FIX & EQ				11,733.15	782.20	2,346.60
1530-101-00 BAR FURNITURE						
TROPITONE - DI	6/18/2001	M/HY	5	11,675.48	11,675.48	0.00
BAR FURNITURE	9/30/2003	M/HY	5	1,240.00	1,240.00	0.00
REUPHOLSTER S	6/26/2006	M/MQ	5	2,310.60	1,949.42	262.68
1530-101-00 BAR FURNITURE				15,226.08	14,864.88	262.68
1530-103-00 GAMING FURNITURE						
SLOT MACHINE	4/22/2004	M/MQ	5	859.00	859.00	0.00
47 CHROME PL	4/21/2006	M/MQ	5	3,017.24	2,545.59	343.01
FABRIC	10/25/2006	M/MQ	5	2,397.42	1,905.47	327.97
RE-UPHOLSTERY	6/1/2007	SL/N/A	5	8,000.00	4,183.33	1,809.00
1530-103-00 GAMING FURNITURE				14,273.66	9,443.39	2,270.98
1530-104-00 HOTEL FURNITURE						
GUEST SUPPLY	11/1/2002	M/HY	5	5,114.13	5,114.13	0.00
SERTA - 40 EACH	11/1/2002	M/HY	5	14,693.25	14,693.25	0.00
CARPET	11/30/2004	M/MQ	5	78,973.00	78,973.00	0.00
REUPHOLSTER F	8/25/2005	M/HY	5	2,335.28	2,200.77	134.51
FABRIC	6/6/2006	M/MQ	5	735.64	620.85	83.63
KOSTA FURNITURE	2/28/2006	M/MQ	5	75,789.98	66,400.92	8,345.81
FABRIC	1/17/2006	M/MQ	5	2,800.32	2,453.41	308.37
FABRIC	6/8/2006	M/MQ	5	1,365.80	1,152.30	155.27
FABRIC	10/17/2006	M/MQ	5	3,172.08	2,521.17	433.84
FABRIC	6/13/2006	M/MQ	5	619.17	522.38	70.39
FABRIC	7/12/2006	M/MQ	5	2,438.63	1,990.90	298.49
FABRIC	9/25/2006	M/MQ	5	1,377.26	1,124.40	188.58
UPHOLSTRY LABOR	8/3/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	8/10/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	8/17/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	8/24/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	9/31/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	9/7/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	9/14/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	9/21/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	9/28/2006	M/MQ	5	1,000.00	816.40	122.40
UPHOLSTRY LABOR	10/5/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	10/12/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	10/19/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	10/26/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	11/2/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	11/9/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	11/16/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	11/23/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	11/30/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	12/7/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	12/14/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	12/21/2006	M/MQ	5	1,000.00	794.80	136.80
UPHOLSTRY LABOR	12/28/2006	M/MQ	5	1,000.00	794.80	136.80
HOTEL FURNITURE	2/28/2007	SL/N/A	5	1,501.67	850.93	300.33
HOTEL CHAIRS	1/1/2008	SL/N/A	5	16,428.82	6,571.44	3,285.72
1530-104-00 HOTEL FURNITURE				229,344.81	202,869.65	16,465.04
1530-106-00 RESTAURANT FURNITURE						
9 SETS OF PATIO FURN	5/6/2002	M/HY	5	2,380.86	2,380.86	0.00
FABRIC	2/28/2006	M/MQ	5	2,399.85	2,102.55	264.28
MIL DON UPHOL	5/9/2006	M/MQ	5	2,400.00	2,024.84	272.84
MIL DON UPHOL	5/18/2006	M/MQ	5	2,400.00	2,024.84	272.84
MIL DON UPHOL	5/23/2006	M/MQ	5	2,400.00	2,024.84	272.84
MIL DON UPHOL	5/30/2006	M/MQ	5	1,850.00	1,392.08	187.58
MIL DON UPHOL	6/6/2006	M/MQ	5	2,400.00	2,024.84	272.84
FABRIC	4/24/2006	M/MQ	5	3,432.74	2,896.15	390.25
FABRIC	5/12/2006	M/MQ	5	2,895.82	2,443.16	329.21
65 DINING CHAIRS	5/4/2006	M/MQ	5	4,157.87	3,507.93	472.66
8 CHAIRS	6/5/2006	M/MQ	5	2,400.00	2,024.84	272.84
MIL DON UPHOL	8/2/2006	M/MQ	5	2,362.50	1,993.21	268.58
RE-UPHOLSTERY	6/12/2007	SL/N/A	5	1,530.00	790.50	306.00
ROBO COUPE/	9/28/2007	SL/N/A	5	4,101.36	1,845.81	820.27
30 CONTRADA CHAIRS-NRS	4/14/2008	SL/N/A	5	2,670.55	934.69	534.11
1530-106-00 RESTAURANT FURNITURE				39,581.55	30,410.94	4,837.14
1530-108-00 SPA FURNITURE						
PLANT POTS	6/1/2007	SL/N/A	5	986.00	509.43	197.20
PLANT POTS	6/28/2007	SL/N/A	5	785.99	393.00	157.20
CHAIRS/STOOLS/	6/14/2007	SL/N/A	5	2,171.82	1,049.70	434.36
TABLES	8/31/2007	SL/N/A	5	271.82	126.84	54.36
TABLES	8/31/2007	SL/N/A	5	473.22	220.83	84.64
1530-108-00 SPA FURNITURE				4,688.85	2,299.80	937.76

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
1630-109-00 FURNITURE AND FIXTURES						
SOFA AND CHAIR	8/22/2001	M/HY	5	214.50	214.50	0.00
CHAIRS	7/24/2001	M/HY	5	268.91	268.91	0.00
OFFICE EQUIPMENT	10/31/2001	M/HY	7	425.00	425.00	0.00
NIGHTSTAND LAN	5/10/2001	M/HY	5	425.75	425.75	0.00
HIGHCHAIRS, BO	8/9/2001	M/HY	5	57.70	57.70	0.00
DESK	7/17/2001	M/HY	5	535.00	535.00	0.00
OFFICE FURNITURE	2/8/2001	M/HY	7	543.76	543.76	0.00
OFFICE FURNITURE	4/16/2001	M/HY	7	685.33	685.33	0.00
FABRIC	7/9/2001	M/HY	5	731.52	731.52	0.00
FURNISHINGS	11/2/2001	M/HY	5	855.86	855.86	0.00
BANQUET BO	6/11/2001	M/HY	5	988.21	988.21	0.00
TICKET DRUM	8/2/2001	M/HY	5	1,335.66	1,335.66	0.00
DRAPERY FABRIC	7/20/2001	M/HY	5	1,535.18	1,535.18	0.00
FURNITURE	3/30/2001	M/HY	5	1,584.79	1,584.79	0.00
CONSOLE TABLE	7/20/2001	M/HY	5	1,728.73	1,728.73	0.00
FABRIC	5/23/2001	M/HY	5	1,735.08	1,735.08	0.00
LOUNGE CHAIR	6/13/2001	M/HY	5	1,663.18	1,663.18	0.00
FABRIC	7/25/2001	M/HY	5	2,039.92	2,039.92	0.00
OTTOMANS	7/20/2001	M/HY	5	2,915.00	2,915.00	0.00
COWHIDE FABRIC	8/23/2001	M/HY	5	3,364.58	3,364.58	0.00
FURNITURE	6/11/2001	M/HY	5	3,424.54	3,424.54	0.00
FLATSCREEN TV	9/13/2001	M/HY	5	589.85	589.85	0.00
FURNISHINGS	7/11/2001	M/HY	5	4,000.00	4,000.00	0.00
FABRIC	6/21/2001	M/HY	5	4,432.41	4,432.41	0.00
SOFA AND LOUNG	7/25/2001	M/HY	5	4,693.45	4,693.45	0.00
FURNISHINGS	11/2/2001	M/HY	5	5,138.64	5,138.64	0.00
DINING CHAIR F	7/9/2001	M/HY	5	3,839.81	3,839.81	0.00
FABRIC	9/27/2001	M/HY	5	6,578.19	6,578.19	0.00
6 CABINETS, S	8/20/2001	M/HY	5	7,002.14	7,002.14	0.00
FABRIC	9/27/2001	M/HY	5	7,640.89	7,640.89	0.00
DRAPERY FABRIC	8/9/2001	M/HY	5	7,837.85	7,837.85	0.00
DRAPERY DEPOSIT	6/1/2001	M/HY	5	8,901.50	8,901.50	0.00
DISPLAY CASES	8/20/2001	M/HY	5	10,301.87	10,301.87	0.00
LOCKERS	8/17/2001	M/HY	7	10,597.13	10,597.13	0.00
FABRIC	7/11/2001	M/HY	5	11,520.00	11,520.00	0.00
DINING AND CO	8/7/2001	M/HY	5	11,995.00	11,995.00	0.00
OFFICE FURNITURE	10/2/2001	M/HY	7	12,357.08	12,357.08	0.00
TABLE TOPS	8/3/2001	M/HY	5	13,128.90	13,128.90	0.00
WOOD TABLES	7/20/2001	M/HY	5	13,895.00	13,895.00	0.00
FABRIC	7/20/2001	M/HY	5	15,147.95	15,147.95	0.00
LOCKERS & SLOP	10/22/2001	M/HY	7	15,761.58	15,761.58	0.00
220 WIRE CORNER	5/22/2001	M/HY	5	16,504.40	16,504.40	0.00
COCKTAIL TABLE	8/1/2001	M/HY	5	17,823.17	17,823.17	0.00
OTTOMAN, SOFA	6/28/2001	M/HY	5	20,281.44	20,281.44	0.00
TABLES, BANQU	7/20/2001	M/HY	5	25,982.84	25,982.84	0.00
CHANGE BANKS	10/4/2001	M/HY	5	36,917.84	36,917.84	0.00
TABLES, SIDE C	7/20/2001	M/HY	5	43,532.98	43,532.98	0.00
UPHOLSTERY FAB	3/20/2001	M/HY	5	46,200.00	46,200.00	0.00
TABLES	6/20/2001	M/HY	5	48,727.80	48,727.80	0.00
CHAIRS, OTTOMANS	8/17/2001	M/HY	5	37,193.85	37,193.85	0.00
TABLE TOPS, W	8/20/2001	M/HY	5	52,526.17	52,526.17	0.00
FLOOR AND TABL	8/1/2001	M/HY	5	62,743.05	62,743.05	0.00
ROOM FURNISHINGS	6/28/2001	M/HY	5	92,901.00	92,901.00	0.00
MATTRESS AND	9/10/2001	M/HY	5	102,726.95	102,726.95	0.00
OFFICE FURNITURE	11/5/2001	M/HY	7	177,872.92	177,872.92	0.00
DRAPERY	9/21/2001	M/HY	5	251,743.21	251,743.21	0.00
CHAIRS, STOOLS-sold (1) chair 263.65 10/14/09	7/10/2001	M/HY	5	387,358.37	387,358.37	0.00
BED SLATS, ROOM	1/1/2001	M/HY	5	455,500.00	455,500.00	0.00
FILES	12/18/2001	M/HY	7	2,500.90	2,500.90	0.00
OFFICE FURNITURE	9/5/2001	M/HY	7	2,718.79	2,718.79	0.00
OFFICE FURNITURE	8/24/2001	M/HY	7	3,442.73	3,442.73	0.00
DESKS AND CHAIRS	7/27/2001	M/HY	7	8,027.66	8,027.66	0.00
FURNITURE	12/31/2001	M/HY	5	1,187.91	1,187.91	0.00
TELEPHONE EQU	11/18/2001	M/HY	5	7,478.81	7,478.81	0.00
DRAPES	8/25/2008	M/MQ	5	1,568.44	1,278.84	191.73
2 80" PROJECTORS	8/29/2008	M/MQ	5	2,791.49	2,278.97	341.68
3 37" TV'S	8/30/2008	M/MQ	5	3,527.09	2,879.52	431.72
CARPET INSTALLATION	9/20/2008	M/MQ	5	77,833.09	63,379.65	9,502.29
LCD PROJECTOR	1/31/2007	SL/N/A	5	2,037.98	1,188.83	407.60
STAGE	6/27/2007	SL/N/A	5	3,024.73	1,512.38	604.85
CARPET	6/30/2007	SL/N/A	5	3,767.00	1,883.50	753.40
PLASMA TV	8/28/2007	SL/N/A	5	4,294.98	2,004.33	859.00
TV MOUNTS	8/31/2007	SL/N/A	5	440.00	205.33	88.00
5 DISK DVD PL	8/31/2007	SL/N/A	5	453.80	211.77	90.76
PLASMA TV	9/30/2007	SL/N/A	5	330.55	148.75	86.11
PLASMA TV	10/25/2007	SL/N/A	5	2,114.75	918.39	422.95
55" VIZIO TELEVISION-U	8/27/2009	SL/N/A	5	1,719.69	114.64	343.92

Sienna Property - Asset List

8 of 10

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
1530-109-00 FURNITURE AND FIXTURES				2,207,967.70	2,182,268.01	14,104.10
1530-110-00 TRANSPORTATION EQUIPMENT						
SUBURBAN TRUCK	1/1/2001 M/HY		5	48,476.44	48,476.44	0.00
2004 CHEVY VAN	3/1/2005 M/HY		5	28,122.38	28,502.83	1,619.85
LINCOLN TOWNCAR	9/1/2007 SL/N/A		5	27,815.83	12,869.36	5,523.17
LINCOLN TOWNCAR - S	9/1/2007 SL/N/A		5	31,439.83	14,851.30	6,287.93
Correction to original sales tax calculation	11/1/2009 SL/N/A		5	1,219.21	588.96	243.84
1530-110-00 TRANSPORTATION EQUIPMENT				138,873.49	103,068.59	13,874.78
1530-111-00 FREIGHT ON FIXED ASSETS						
FREIGHT ON FIXED ASSETS	M/HY		5	77,030.03	77,030.03	0.00
1530-111-00 FREIGHT ON FIXED ASSETS				77,030.03	77,030.03	0.00
1530-112-00 SLOT EQUIPMENT						
SLOT EQUIPMENT - WMS GAMING	11/13/2001 M/HY		7	171.60	171.60	0.00
SLOT EQUIPMENT - MARKERTECK.COM	8/14/2001 M/HY		7	631.87	631.87	0.00
SLOT EQUIPMENT - MARKERTECK.COM	7/23/2001 M/HY		7	1590.39	1590.39	0.00
SLOT EQUIPMENT - CARLTON BATES CO.	8/11/2001 M/HY		7	2,722.80	2,722.80	0.00
SLOT EQUIPMENT - U S BANCORP	8/11/2001 M/HY		7	5,383.85	5,383.85	0.00
SLOT EQUIPMENT - IGT 854457	9/10/2001 M/HY		7	15,546.16	15,546.16	0.00
SLOT EQUIPMENT - MIKOHN GAMING	8/14/2001 M/HY		7	16,176.67	16,176.67	0.00
SLOT EQUIPMENT - TRUCKEE PRECISION	8/20/2001 M/HY		7	16,642.65	16,642.65	0.00
BALLY'S SLOT MAC - 229031	9/8/2001 M/HY		7	17,450.89	17,450.89	0.00
SLOT EQUIPMENT - IGT 1064265	9/21/2001 M/HY		7	17,487.10	17,487.10	0.00
SLOT EQUIPMENT - IGT	9/20/2001 M/HY		7	31,114.75	31,114.75	0.00
SLOT EQUIPMENT - KEY DEVICES PROD	8/20/2001 M/HY		7	39,361.13	39,361.13	0.00
BALLY'S SLOT MAC - 229031-(6) Dynasty 2/11	6/29/2001 M/HY		7	52,431.99	52,431.99	0.00
TOKENS - OSBORNE COINAGE	5/23/2001 M/HY		5	16,244.81	16,244.81	0.00
ATRONIC SLOT MAC - 90732675-(4) Dynasty 2/11	8/17/2001 M/HY		7	48,804.18	48,804.18	0.00
BALLY'S SLOT MAC - 229031-(20) Dynasty 2/11	6/29/2001 M/HY		7	192,876.97	192,876.97	0.00
IGT SLOT MAC	6/30/2001 M/HY		7	194,056.83	194,056.83	0.00
TITO LICENSE	7/13/2001 M/MQ		5	11,274.38	11,274.38	0.00
ARISTOCRAT	10/31/2004 M/MQ		5	80,950.01	80,950.01	0.00
EZ PAY LICENSE	3/30/2005 M/HY		5	10,216.74	9,628.26	588.48
RACKMOUNT B	12/29/2005 M/HY		5	1,476.37	1,391.33	85.04
LEASE 47 IGT PDS sold (3)&(4) to No NV Rest Serv	3/7/2008 M/MQ		7	508,810.00	388,288.86	55,409.26
(10) sold to U-1 - (10) sold to U-1						
EZ PAY LICENSE	4/12/2008 M/MQ		7	20,293.88	14,218.82	2,430.03
HIGH LIMIT SLOT	4/11/2008 M/MQ		7	4,723.00	3,309.15	565.54
WESTERN MONEY	5/11/2008 M/MQ		7	39,826.32	27,974.20	4,780.85
EZ PAY HARDWARE	7/13/2006 M/MQ		7	1,417.35	956.16	184.47
FUTURE LOGIC	8/3/2006 M/MQ		7	3,276.26	2,210.22	426.42
LEASE 32 MACHINES PDS-(10) Dynasty 4/19	11/15/2008 M/MQ		7	239,661.00	155,440.27	33,688.29
12 IGT GAMEK	12/20/2008 M/MQ		7	74,733.00	48,470.82	10,504.95
41 IGT GAME - INV. 2576 DYNASTY-(9) Dynasty 2/11	12/11/2008 M/MQ		7	368,511.00	239,010.31	51,800.27
28 IGT GAMEK	12/18/2008 M/MQ		7	180,912.75	123,822.94	26,835.93
35 IGT GAMEK-sold (20) to Dotly's U-1	11/29/2008 M/MQ		7	222,481.00	144,297.80	31,273.36
38 IGT GAMEK-sold (12)&(20) to No NV Rest Serv	12/22/2008 M/MQ		7	224,199.00	145,411.86	31,514.85
18 IGT "I" GAM	2/2/2007 SL/N/A		5	115,985.00	67,646.25	23,193.00
12 IGT "I" GAM	2/2/2007 SL/N/A		5	74,733.00	43,594.25	14,946.60
DYNASTY GAME	6/29/2007 SL/N/A		5	10,810.52	5,405.25	2,162.10
12 IGT "I" GAM	2/22/2007 SL/N/A		5	77,310.00	43,809.00	15,462.00
8 IGT GAMEK	2/22/2007 SL/N/A		5	51,540.00	29,206.00	10,308.00
4 IGT "I" GAM	2/22/2007 SL/N/A		5	24,911.00	14,116.23	4,982.20
1 MIKOHN MINI	2/22/2007 SL/N/A		5	536.88	304.24	107.38
DYNASTY GAME	9/13/2007 SL/N/A		5	6,933.40	3,235.59	1,386.68
DYNASTY GAME	10/31/2007 SL/N/A		5	7,626.71	3,304.90	1,525.34
WMS BLUEBIRD	1/5/2007 SL/N/A		5	40,043.50	24,026.10	8,008.70
16 WMS MACHINED - INV 2803 DYNASTY-sold (15) to Dynasty 2/11	1/17/2007 SL/N/A		5	159,774.00	93,201.50	31,954.80
16 WMS MACHINED - INV 2803 DYNASTY-sold (15) to Dynasty 2/11						
PALTRONICS	9/22/2008 SL/N/A		15	180,532.66	15,044.39	12,035.51
S & J ENTERPRISES	9/22/2008 SL/N/A		5	18,623.77	2,968.53	2,374.82
BARCODE GIANT	9/22/2008 SL/N/A		5	488.75	87.28	69.82
CARD SCANNING SOLUTIONS	9/22/2008 SL/N/A		5	2,046.57	365.46	282.37
ZONES	9/22/2008 SL/N/A		5	10,897.64	1,946.01	1,558.81
CITY FIN. SERV. - ZONES	9/22/2008 SL/N/A		5	19,644.64	3,561.54	2,849.23
(2) Atronic Cashline Upright Given to Dynasty	2/11/2010			-24,402.09	-24,402.09	
(2) Atronic Cashline Upright Sold to Dynasty	2/11/2010			-24,402.09	-24,402.09	
(20) Bally S6000 & Gamemaker Given to Dynasty	2/11/2010			-183,355.80	-183,355.80	
(8) Bally S6000 Upright Sold to Dynasty	2/11/2010			-46,334.40	-46,334.40	
(9) IGT GK Upright Sold to Dynasty	2/11/2010			-57,882.50	-37,605.88	-8,150.25
(15) WMS BB Upright Sold to Dynasty	2/11/2010			-149,788.13	-87,376.41	-29,957.63
(3) IGT GK Slant Keno -No NV Rest Serv	2/18/2010			-25,770.00	-18,727.39	-2,817.56
(12) IGT GK Slant Poker-Sold to No NV Rest Serv	2/18/2010			-74,733.00	-48,465.77	-10,503.90

Sienna Property - Asset List

9 of 10

## SIENA PROPERTY - ASSET LIST

DESCRIPTION	DATE IN SERVICE	METHOD	LIFE	COST	ACCUM. DEPRECIATION AT 12/31/09	2010 ESTIMATED DEPRECIATION
(4) IGT GK Slant Keno & Poker - NV Rest Serv	3/26/2010			-34,360.00	-24,989.85	-3,756.75
(20) IGT GK Slant Poker - Sold To NV Rest Serv	3/26/2010			-124,555.00	-80,790.83	-17,509.65
(10) IGT GK Slant 18" WBA - To U 1 (Participation)	4/13/2010			-85,900.00	-82,424.62	-9,391.20
(10) IGT GK D/B WBA - to Dynasty (credit to A/P)	4/19/2010			-74,894.08	-48,575.08	-10,527.60
(10) IGT GK Slant 18" WBA - To U 1 (Participation)	4/23/2010			-85,900.00	-82,424.62	-9,391.20
(20) IGT GK Slant 18" LCD - To U 1 (Participation)	4/23/2010			-127,132.00	-82,455.77	-8,935.25
BALLY SLOT MACHINES (40)	4/1/2010	SL/N/A	7	800,682.21	0.00	114,383.17
<b>1530-112-00 SLOT EQUIPMENT</b>				<b>4,829,416.57</b>	<b>1,808,232.27</b>	<b>505,476.18</b>
ASSETS AT END OF YEAR 2009				17,642,338.01	14,346,396.91	757,212.15
ASSET TOTAL LESS SOLD OR DISPOSED				16,311,777.88	12,495,482.96	760,434.49
CAPITAL LEASES						

## SIENA WAREHOUSE - ASSET LIST

Inventory ID	Name	Description	Location	Quantity In Stock
S100	Change Machines Reldom Serial#5610	Brown change Machine 4/12 feet		1
S101	Cummins Jetsort Model 6633	Counting Machine		2
S102	Citizen Jetsort Model IDP 3535	Counting Machine		1
S103	Cash Cartridge	Holds cash spring loaded		150+
S104	Campbell Household 3 hp Compressor	Damaged compressor		1
S105	Startrai Model 48308USAPO	Workout Machine		2
S106	Gamemaker Panels	Game Machine parts		150+
S107	Gamemaker Button Panels	Game Machine Parts		7
S108	Black Cabins	Size 18X27		4
S109	Black Panels	Size 22X41		40
S110	Kenos Best Advertisement	Pamphlet sized old advertisement		8 boxes
S111	Computer Paper	Size 9 1/2 X 11		2 boxes
S112	Outside Kenos Tickets	Business Card Size 288,600 per box		2 boxes
S113	Cash Cabin	Size 36X80		8
S114	White Fountain	Plastic Size 1/2 X24 round		1
S115	White Fountain	Plastic Size 2/2 X36 round		1
S116	Bud Arch	Metal decorative arch broken		1
S117	Wood Tray	2/4 X11 5/8		22
S118	Vent Screens	18X26		31
S119	Game Table			1
S120	Orange Wheels	Metal braces w/orange wheels		2
S121	Crapa Table	Perfect Condition Complete		1
S122	Stage/Podium set	3 parts painted black w/carpet		1
S123	Game Table	Incomplete		1
S124	Paigow Poker Table	Complete		1
S125	Game Table			1
S126	Chair Cushions (BLACK)	New Not Damaged		86
S127	Chair Cushions (BLACK)	Damaged i.e burn holes, ripped etc...		27
S128	Golden Eggs Spin Lottery Machine	Bronze in color perfect condition		1
S129	Black Draw Machine	Used for raffles/drawings Perfect condition		1
S130	Coffee tables	Size 48wX18X16H not assembled		18
S131	Electric sign	Two sided sign for game table		1
S132	Backerette Table	Pink Backerette table complete like new		1
S133	Black Jack Table	Color blue complete like new		1
S134	Black Jack Table	Color green complete like new		6
S135	Paigow Poker Table	Color yellow complete like new		1
S136	Cabin w/Arch	Size 22X88		2
S137	Black Jack Table	Color Red Complete		2
S138	Black Dresser Cabinet	Large Black Dresser Cabinet		1
<del>S139</del>	<del>Unknown Stools</del>	<del>Unknown Stools - paint</del>		<del>1</del>
S140	New Years Marketing Supplies	1 Pallet		1
S141	16 foot poles	Electric poles possibly for large sign		4
S142	Cabinet No Doors	4 black Cabinets no doors 1 pallet		4
S143	Jacks	1 Pallet Jacks to raise things		1
S144	Brown Ceiling Panels	Brown Metal ceiling Panels		40
S145	Black Ceiling Panels	Black Metal Ceiling Panels		3 Boxes
S146	White Safes	Small white metal safes with code lock		12
S147	Wooden Treasure Chest	Decorative Chest filled with smaller wooden boxes		1
S148	T.V. Cabinets	Wooden cabinets as in rooms		11
S149	Mystery Gift Cards	Mystery gift post cards 7 boxes		7
S150	Nightly Drawing Cards	4 boxes nightly drawing cards		4
S151	Coffee saucers	1 box incomplete		1
S152	Glasses	mix of glasses flutes, coffee cups etc...		1
S153	New Drink Mixers	Drink Mixers new		8
S154	salad Bowls	9 boxes of salad bowls		250
S155	Christmas Supplies	4 large pallets of Christmas Decorations		4
S156	Halloween Supplies	2 large pallets halloween supplies		2
S157	Misc Kitchen supplies	Bakey equipment, other random kitchen		100+
S158	Cash Drawer	Metal cash Drawer		2
S159	Pillars	White plastic decorative pillars sizes vary		47
S160	Coffee Maker	Two spout large coffee maker new		1
S161	Picture Frames w/ Picture	1 large pallet qty unknown picture frames with pictures		1
S162	Ice Chest	4 Pepsi ice chest and 3 box ice chest on single pallet		1
S163	Printers	4 large rabbit printers		4
S164	Large Striped back stools	New Not Damaged		62
S165	Short Striped back stools	New Not Damaged		3
S166	Large Rounded bottom stools	New Not Damaged		73
S167	Large Striped back stools	Damaged		12
S168	Large Rounded bottom stools	Damaged		16
S169	Swivel Seats	swivel seats with long metal bottom extension		3
S170	Stools	Coffee/cream color stools		6
S171	Stools	Coffee/Black color stools		2
S172	Computer Chair	1 black computer chair		1
S173	Table Parts	232 pieces of table parts, legs borders etc...		232
S174	Incomplete Tables	Table tops not put together most have felt		37

Sienna Warehouse - Asset List

1 of 2



## SIENA WAREHOUSE - ASSET LIST

Inventory ID	Name	Description	Location	Quantity In Stock
S175	Black Jack Table	Color blue incomplete		2
S176	Palgow Poker Table	Color yellow incomplete		1
S177	Backerette Table	Backerette Table Complete		1
S178	Rollet Table	Complete like new		1
S179	Frymaster	Deep fryer 3 Compartment		1
S180	Sink	Mobal Metal Kitchen Sink		1
S181	Propane grill	Large grill slightly damaged		1
S182	Propane Stove	2 burner propane stove		1
S183	Food Warmer	Stainless steel missing a leg		1
S184	Ice Chest Container	Spring loaded ice chest metal		1
S185	Wine Openers	Mounted wine openers new wooden handle		7
S186	Mahogany Dresser	3 drawers one door		1
S187	Slot Machine	Triple diamond Slot Machine		1
S188	Wall Paper	Wall Paper 200+ feet per roll		74
S189	Steel Boxes w/ locks	12X12 brown steel lock boxes		1 pallet
S190	Eberhardt	Dough making machine		1
S191	Night Stand	New night stands		14
S192	Dressor	4 door dresser with glass in middle		1
S193	Monitor	20 inch monitor		1
S194	Computer Desk	Metal computer desk		1
S195	Stools	stools no cushion		2
S196	Siena Plastic Cups	16 oz siena cups 500 per box		37 boxes
S197	Dinner Chairs	Metal dinner chairs in box new		8
S198	Picture Frames	Wooden frames with picture		6
S199	Lamps	Bronze 6 feet lamps no shade		34
S200	Table Parts	1 pallet 20 pieces of game table parts		1
S201	T.V.s	5 pallets 13 flat screens 16 box t.v. sets		29
S202	Mahogany Desk	like new desk		1
S203	Metal Racks w/ Wheels	Metal racks possibly for kitchen use		1
S204	Picture Frames w/ Picture	1 pallet 16 frames		1
S205	Ceiling Panels	2 pallets ceiling panels 41 boxes total white		2
S206	T-bar	2 boxes t-bar for ceiling panels		1
S207	Ceramic Italian Tiles	Color brown 1 pallet		1
S208	Ceramic Italian Tiles	Color red/brown 2 pallet		2
S209	Display Case	4 compartment display case		1
S210	Ice Machine	damaged		1
S211	Electric Cooler	damaged		1
S212	Display Case	Multi compartment display case		1
S213	Electric Lift	large blue electric lift		1
S214	Belge Tiles	1 pallet 61 boxes per pallet		1
S215	Pool Lift	1 pool lift		1



## SCHEDULE C PERMITTED EXCEPTIONS

Taxes for the year 2010-2011, a lien not yet due and payable and prorated to day of Closing.

Any taxes levied by the City of Reno, provided by Ordinance No. 1220, County of Washoe, provided by Ordinance No. 87 and the City of Sparks, provided by Ordinance No. 417, providing for Room License Tax for periods after Closing.

6) Right of Way, together with the rights incidental thereto,

PURPOSE:	Cochran Ditch and flume
RECORDED:	September 6, 1875
BOOK:	B, Liens and Miscellaneous Records
PAGE:	257

7) Notes, easements and recitals as set forth on the recorded map of Reno Townsite. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.

8) Agreement, on the terms and conditions contained therein.

PURPOSE:	To construct a new reinforced concrete flume for the Cochran Ditch
DATED:	February 16, 1955
EXECUTED BY:	Cochran Ditch Association, The Holiday, Inc., a Nevada corporation, Truckee River Properties Corp., a Nevada corporation and Romie Pine Johnson, individually and as trustee
RECORDED:	March 8, 1955
BOOK:	5, Bonds and Agreements Records
PAGE:	576
DOCUMENT NO.:	239978

9) Easement, together with the rights incidental thereto,

GRANTED TO:	Sierra Pacific Power Company, a corporation
PURPOSE:	To construct, operate and maintain underground conduit and cables
RECORDED:	June 1, 1956
BOOK:	414, Deed Records
PAGE:	188
DOCUMENT NO.:	260529

10) Easement, together with the rights incidental thereto,

GRANTED TO:	Sierra Pacific Power Company, a Nevada corporation and Bell Telephone Company of Nevada, a corporation
PURPOSE:	To construct, operate and maintain underground anchors and appurtenances thereto
RECORDED:	February 15, 1968
BOOK:	303, Official Records
PAGE:	702
DOCUMENT NO.:	108467

11) Notes, easements and recitals as set forth on Record of Survey No. 1196 herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.

12) Ordinance No. 3092, on the terms and conditions contained therein.

PURPOSE: To amend Title 18 of the Reno Municipal Code to add areas to the project area described in the Redevelopment Plan for the Downtown Project Area of the Redevelopment Agency of the City of Reno  
EXECUTED BY: The City Council of the City of Reno  
RECORDED: May 5, 1983  
BOOK: 1862, Official Records  
PAGE: 498  
DOCUMENT NO.: 853150

And as modified by an instrument,

RECORDED: August 25, 1983  
BOOK: 1909, Official Records  
PAGE: 141  
DOCUMENT NO.: 875211

Ordinance No. 5172 to amend the duration of the Redevelopment Plan, on the terms and conditions contained therein.

EXECUTED BY: City Council of the City of Reno  
RECORDED: July 8, 2005  
DOCUMENT NO.: 3242447, Official Records

13) Easement, together with the rights incidental thereto.

GRANTED TO: The City of Reno, a Nevada municipal corporation  
PURPOSE: Permanent easement for the construction, maintenance and use of a public sidewalk and pole anchors and appurtenances thereto  
RECORDED: October 25, 1995  
BOOK: 4416, Official Records  
PAGE: 571  
DOCUMENT NO.: 1936664

14) Easement, together with the rights incidental thereto.

GRANTED TO: The City of Reno, a Nevada Municipal Corporation  
PURPOSE: A permanent non-exclusive easement for the proposed reconstruction of the existing Center Street Bridge and appurtenances thereto  
RECORDED: June 4, 1996  
BOOK: 4589, Official Records  
PAGE: 226  
DOCUMENT NO.: 2000615

15) Easement, together with the rights incidental thereto.

GRANTED TO: The City of Reno, a Nevada municipal corporation  
 PURPOSE: A perpetual easement and right-of-way for the location, construction and maintenance of a bridge  
 RECORDED: June 11, 1996  
 BOOK: 4595, Official Records  
 PAGE: 394  
 DOCUMENT NO.: 2002908

16) Waiver and release from any and all claims for damages and lien rights, in favor of the State of Nevada, arising out of the location, construction, landscaping or maintenance as contained in Easement Deed,

RECORDED: June 11, 1996  
 BOOK: 4595, Official Records  
 PAGE: 394  
 DOCUMENT NO.: 2002908

17) Subterranean Easement, together with the rights incidental thereto,

GRANTED TO: Barney J. NG  
 PURPOSE: A permanent easement for the construction, maintenance and use of an underground pedestrian tunnel, and appurtenances thereto  
 RECORDED: May 18, 2000  
 DOCUMENT NO.: 2448187, Official Records

18) Air Space Easement, together with the rights incidental thereto,

GRANTED TO: Barney J. NG  
 PURPOSE: A permanent easement for the construction, maintenance and use of an enclosed stairwell structure, and appurtenances thereto  
 RECORDED: May 18, 2000  
 DOCUMENT NO.: 2448188, Official Records

19) Notes, easements and recitals as set forth on Record of Survey No. 3828 herein referred. Said notes, easements and recitals will affect the use of the herein described property and a review of said map is advised.

20) Easement, together with the rights incidental thereto,

RESERVED BY: The City of Reno  
 PURPOSE: An easement for all existing utilities  
 RECORDED: December 14, 2000  
 DOCUMENT NO.: 2507552, Official Records

21) Easement, together with the rights incidental thereto,

GRANTED TO: The City of Reno  
PURPOSE: Sanitary Sewer lines  
RECORDED: January 19, 2001  
DOCUMENT NO.: 2517000, Official Records

22) Easement, together with the rights incidental thereto,

GRANTED TO: The City of Reno  
PURPOSE: Sanitary Sewer lines  
RECORDED: January 19, 2001  
DOCUMENT NO.: 2517001, Official Records

23) Hold Harmless and Indemnity Agreement and Encumbrance on Real Property, on the terms and conditions contained therein.

EXECUTED BY: The City of Reno, a municipal corporation and  
One South Lake Street, LLC, a Nevada limited  
liability company  
RECORDED: August 24, 2001  
DOCUMENT NO.: 2589529, Official Records

33) Any easement or claims of easement or rights of access based on prescription or by implied dedication to the public over said land or any part thereof, for access (or recreational purposes) to or upon the Truckee River.

34) Any adverse claim based upon the assertion that:

a) "Said land or any part thereof is now, or at any time has been, below the ordinary high water mark of the Truckee River."

b) "Some portion of said land has been created by artificial means or has accreted to such portions so created."

c) "Some portion of said land has been brought with the boundary thereof by an avulsive movement of the Truckee River or has been formed by accretion to any such portion."

35) Any easement for water course over that portion which lies within the Cochran Ditch as it formerly existed or now exists.

In re: **Hi-Five Enterprises, LLC**

CHAPTER 11

Debtor(s).

CASE NUMBER 10-bk-54013-GWZ

**NOTE:** When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: Arent Fox LLP, Gas Company Tower, 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013.

A true and correct copy of the foregoing document described **[PROPOSED] ORDER GRANTING DEBTORS AND DEBTORS-IN-POSSESSION'S MOTION FOR AN ORDER: APPROVING AND AUTHORIZING THE SALE BY AUCTION OF THE DEBTORS' REAL AND PERSONAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, SUBJECT TO HIGHER AND BETTER OFFERS; AND RELATED RELIEF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On \_\_\_\_\_ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☐ Service information continued on attached page

**II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

On November 16, 2010 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**VIA US MAIL**

Honorable Gregg W. Zive  
C. Clifton Young Federal Building  
U.S. Bankruptcy Court  
300 Booth Street  
Reno, NV 89509

U.S. TRUSTEE - RN - 11  
300 BOOTH STREET  
SUITE 2129  
RENO, NV 89509

☒ Service information continued on attached page

**III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on November 16, 2010 I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 16, 2010  
Date

SIMONA FILIP  
Type Name

/s/ Simona Filip  
Signature

In re: **Hi-Five Enterprises, LLC**

Debtor(s).

CHAPTER 11

CASE NUMBER 10-bk-54013-GWZ

**ADDITIONAL SERVICE INFORMATION**

**II. SERVED BY U.S. MAIL:**

RE Reno LLC  
c/o Jeffrey C. Krause  
Stutman Treister & Glatt  
1901 Avenue of the Stars, 12th Floor  
Los Angeles, CA 90067

IGT  
9295 Prototype Dr.  
Reno, NV 89521

Konami Gaming, Inc.  
585 Trade Center Drive  
Las Vegas, NV 89521

Raymond Leasing Corporation  
P.O. Box 130  
Greene, NY 13778

PDS Gaming Corporation-Nevada  
6280 Annie Oakley Drive  
Las Vegas, NV 89120

Wells Fargo Bank, National Association  
3800 Howard Hughes Parkway, 4th Floor  
Las Vegas, NV 89109

Young Electric Sign Company  
775 E. Glendale Ave.  
Sparks, NV 89101

Bank Wyoming  
435 Arapahoe  
Thermopolis, WY 82443-1232

Internal Revenue Service  
P.O. Box 21126  
Philadelphia, PA 19114

CREDITORS BUREAU USA  
757 L STREET  
FRESNO, CA 93721

In re: **Hi-Five Enterprises, LLC**

Debtor(s).

CHAPTER 11

CASE NUMBER 10-bk-54013-GWZ

**III. SERVED BY EMAIL:**

DENNIS L. BELCOURT on behalf of Creditor NEVADA DEPARTMENT OF TAXATION  
DBelcourt@ag.nv.gov, SJohnson@ag.nv.gov

JANET L. CHUBB on behalf of Creditor NATIONAL AUTOMOBILE MUSEUM  
twaldo@armstrongteasdale.com

THOMAS H. FELL on behalf of Creditor RE RENO, LLC  
BANKRUPTCYNOTICES@GORDONSILVER.COM;bknotices@gordonsilver.com

LUCAS GJOVIG on behalf of Creditor Committee OFFICIAL COMMITTEE OF GENERAL UNSECURED CREDITORS  
lmgjovig@duanemorris.com, jldailey@duanemorris.com;bsrudolph@duanemorris.com

GREGORY K JONES on behalf of Creditor RE RENO, LLC  
gjones@stutman.com, jstern@stutman.com

JAMES A KOHL on behalf of Creditor KONAMI GAMING, INC.  
jak@h2law.com, sgeorge@howardandhoward.com

JEANETTE E. MCPHERSON on behalf of Creditor BALLY GAMING, INC.  
bkfilings@s-mlaw.com

JOHN F MURTHA on behalf of Creditor NV ENERGY  
jmurtha@woodburnandwedge.com

MICHAEL A.T. PAGNI on behalf of Creditor TRUCKEE MEADOWS WATER AUTHORITY  
mpagni@mcdonaldcarano.com, mnichols@mcdonaldcarano.com

SUSAN BALL ROTHE on behalf of Creditor CITY OF RENO  
rothes@reno.gov

JENNIFER A. SMITH on behalf of Creditor INTERNATIONAL GAME TECHNOLOGY  
cobrien@lionelsawyer.com, bklsr@lionelsawyer.com

U.S. TRUSTEE - RN - 11  
USTPRegion17.RE.ECF@usdoj.gov

MICHAEL EDWARD WILSON on behalf of Interested Party STATE GAMING CONTROL BOARD NV  
GAMING COM  
mwilson@ag.nv.gov



In re: <b>Hi-Five Enterprises, LLC</b>	CHAPTER 11
Debtor(s).	CASE NUMBER 10-bk-54013-GWZ

Shawn M. Christianson on behalf of Creditor Oracle America, Inc.  
schristianson@buchalter.com

Joseph D. Frank on behalf of Creditor Pepsi Beverages Company  
jfrank@fgllp.com

Eric D. Goldberg on behalf of Creditor RE Reno, LLC  
egoldberg@stutman.com

Geoffrey A. Heaton on behalf of Creditor Committee Official Committee of General Unsecured Creditors for  
Hi-Five Enterprises, LLC  
gheaton@duanemorris.com

William J. Lafferty on behalf of Creditor NV Energy, Inc.  
wlafferty@howardrice.com, aray@howardrice.com; jbeyl@howardrice.com

Daniel A. McDaniel on behalf of Creditor General Produce Co., Ltd.  
dampc@pacbell.net

Aron M. Oliner on behalf of Creditor Committee Official Committee of General Unsecured Creditors for Hi-  
Five Enterprises, LLC  
roliner@duanemorris.com

John D. Suhr on behalf of Creditor Creditors Bureau USA  
jsuhr@fresnocredit.com, val@fcbcbc.com; jeanne@fcbcbc.com

Eve H. Karasik on behalf of Creditor RE Reno, LLC  
ekarasik@stutman.com

JEFFREY C. KRAUSE on behalf of Creditor RE Reno, LLC  
JKrause@Stutman.com'

Garrett D. Gordon on behalf of Buyer, Grand Siena, LLC  
LEWIS & ROCA LLP  
GGordon@LRLaw.com

Laury Macauley on behalf of Buyer, Grand Siena, LLC  
LEWIS & ROCA LLP  
LMacauley@LRLaw.com